

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**FIRST AMENDMENT TO AGREEMENT FOR
 CONTINGENCY MEDICAL STAFF SERVICES PURSUANT TO RFP 17-030
 BETWEEN FORT BEND COUNTY AND ANGEL STAFFING INC.**

THIS AGREEMENT 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 Angel Staffing Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

W I T N E S S E T H

WHEREAS, County and Contractor entered an agreement for Contingency Medical Staff Services Pursuant to RFP 17-030 dated January 10, 2017 ("Agreement"), incorporated by reference as if set forth herein verbatim; and

WHEREAS County and Contractor desire to renew and amend said Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby renewed and amended to provide as follows:

- A. **Term.** This Agreement shall renew on October 1, 2018 and shall terminate on September 30, 2019, unless terminated sooner as provided in the Agreement. Thereafter, this Agreement may be renewable annually for up to four (4) years (through September 30, 2022) under the same pricing if mutually agreeable in writing by both parties.
- B. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
- C. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.
- D. **Binding Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.

- E. **Agreement to Not Boycott Israel Chapter 2270 Texas Government Code.** By signature below, Contractor verifies that Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- F. **Texas Government Code Section 2251.152 Acknowledgement.** By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
- G. **Conflict.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended. If there is a conflict between this Eighth Amendment and the Agreement and any prior amendments, the provisions of this Eighth Amendment shall prevail.
- H. **Understanding, Fair Construction.** By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

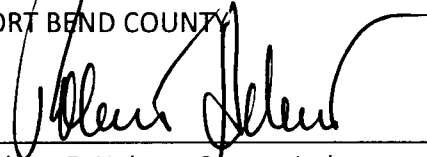
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IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and any attachments hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

This Amendment may be signed in multiple counterparts and shall become effective upon execution by the County.

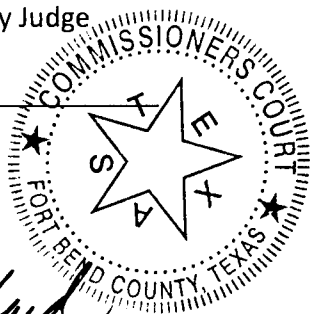
FORT BEND COUNTY


Robert E. Hebert, County Judge

7.24.2018
Date

ATTEST:


Laura Richard, County Clerk



ANGEL STAFFING INC


Authorized Agent- Signature

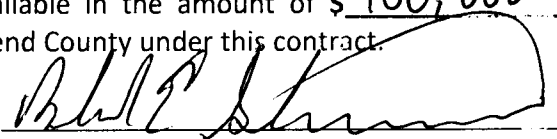
Kathy Gallagher
Authorized Agent- Printed Name

COO
Title

July 16, 2018
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 100,000 to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Edward Sturdivant, County Auditor

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR CONTINGENCY MEDICAL STAFF SERVICES
PURSUANT TO RFP 17-030
BETWEEN FORT BEND COUNTY AND ANGEL STAFFING INC.**

THIS AGREEMENT 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 Angel Staffing Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide contingency medical staff services as requested by and through the Fort Bend County Public Health Department (hereinafter "Services") pursuant to RFP 17-030; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

- A. Contractor shall render Services in accordance with Exhibit A to this Agreement.
- B. Contractor understands and agrees that this Agreement is for contingency medical staff services and therefore Contractor is not guaranteed that County will require a minimum level of service or even any services at all. Contractor will only provide Services if requested by County and only at the levels specified by County.

Section 2. Personnel

- A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

- B. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

- A. Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is \$100,000.00. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- B. All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- C. County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.
- D. Mutually approved travel and mileage expenses incurred in the performance of required services will be compensated only in accordance with the County's Travel Policy, a copy of which is attached as Exhibit B to this Agreement.

Section 4. Limit of Appropriation

- 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 \$100,000.00 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 \$100,000.00.

Section 5. Modifications and Waivers

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 6. Term and Termination

- A. The term of this Agreement shall be from the execution of the last party through September 30, 2018, unless terminated sooner as provided herein. This Agreement may be renewable annually for four (4) years (through September 30, 2022) under the same terms, conditions and pricing if mutually agreeable to both parties.
- B. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice.
- C. Termination for Default
 - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - a. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
 - b. If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
 - 2. If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7A above.

- D. Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
- E. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 7. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 8. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 9. Insurance

- A. 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:
 - 1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

2. 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.
 3. 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.
 4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
 5. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.
- B. 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 Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- C. 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 the work under this Contract is completed.
- D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. 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.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

Section 10. Indemnity

- A. **CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT**

RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

- B. Contractor shall timely report all such matters to County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of County required by Contractor in the defense of each matter.
- C. Contractor's duty to defend, indemnify and hold County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.
- D. In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter.
- E. The provision by Contractor of insurance shall not limit the liability of Contractor under an agreement.
- F. Contractor shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Contractor's operations. Such provisions shall be in form satisfactory to County.
- G. Loss Deduction Clause - County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or trade contractor providing such insurance.

Section 11. Confidential and Proprietary Information

- A. Contractor 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 Contractor 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 Contractor 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 Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor'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 Contractor who can be shown to have had no access to the Confidential Information.

- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor 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. Contractor 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, Contractor shall advise County immediately in the event Contractor 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 Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor 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, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.
- C. Contractor 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. Contractor 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. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Contractor 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 Consultant 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.

Section 12. Independent Contractor

- A. 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.
- B. 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.

Section 13. 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:

County:	Fort Bend County
	Attn: County Judge
	401 Jackson Street
	Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: Purchasing Agent
301 Jackson Street, Ste. 201
Richmond, Texas 77469

Contractor: Angel Staffing Inc.
Attn: Kathy Gallagher, RN, COO
1202 E. Sonterra Blvd. Ste. 501
San Antonio, TX 78258

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 13(A) and 13(B) and if the addressee has received the Notice. A Notice is deemed received as follows:
1. 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.
 2. 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.

Section 14. Compliance with Laws

Contractor 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, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 15. Performance Warranty

- A. Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- B. Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 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 are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
- 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.

Section 17. Applicable Law

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.

Section 18. Successors and Assigns

County and Contractor 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.

Section 19. Third Party Beneficiaries

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

Section 20. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 21. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 22. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

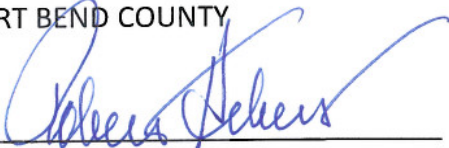
Section 23. Conflict

- A. If there is a conflict between the terms of this document and the Attachments to it, the terms of this document overrides all Exhibits.
- B. With regard to conflicts between the Exhibits, Exhibit B overrides Exhibit A.

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 ____ day of _____, 2016.

FORT BEND COUNTY

ANGEL STAFFING LLC


Robert E. Hebert, County Judge


Authorized Agent- Signature

Date

1-10-17


Authorized Agent- Printed Name

ATTEST:


Laura Richard, County Clerk


Title


Date

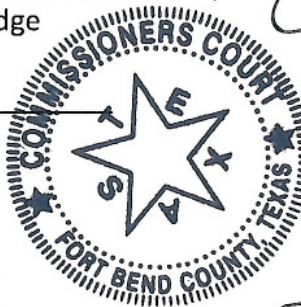


Exhibit A: Contractor's Response to RFP 17-030

Exhibit B: County Travel Policy

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$100,000.⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

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EXHIBIT A

CONTRACTOR'S RESPONSE TO RFP 17-030

AS ATTACHED TO

AGREEMENT FOR CONTINGENCY MEDICAL STAFF SERVICES
PURSUANT TO RFP 17-030
BETWEEN FORT BEND COUNTY AND ANGEL STAFFING INC.

Medical Staffing for Public Health Emergency Response for Fort Bend County



RFP Response to RFP 17-030 November 22, 2016

SUBMITTED BY:

Angel Staffing, Inc.

POC: Kathy Gallagher, COO

1202 E. Sonterra, Suite 501

San Antonio, TX 78258

Email: Kathy@angelstaffing.net

SUBMITTED TO:

Fort Bend County Attn: Cheryl Krejci, CPPB

Attn: Senior Buyer

Fort Ben County Travis Annex

301 Jackson, Suite 201

Richmond, TX 77469

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EXECUTIVE SUMMARY

"It is not the critic who counts; not the man who points out how the strong man stumbled, or where the doer of deeds could have done better. The credit belongs to the man who is actually in the arena." – Theodore Roosevelt

1 INTENT

Angel Staffing is a veteran-owned, service-disabled, 8(a) certified, woman-owned small business providing healthcare staffing and employment services. We have a large presence in the healthcare community and due to our ability and understanding of the healthcare industry; Angel Staffing is the largest locally owned staffing corporation focusing exclusively on medical professionals. Angel Staffing has earned a reputation, in both the federal and commercial markets, for excellence by diligently providing a pool of candidates poised to respond not only to the day to day requirements of a contract, but also when unusual staffing needs or circumstances occur. Our disaster response teams sometimes find themselves within the theater, aiding those in need, and providing comfort to anyone affected by a natural or man-made disaster.

2 PROPOSAL

Angel Staffing coordinates the deployment of healthcare professionals in response to man-made and natural disasters in the State of Texas and nationally. Our disaster response teams have responded to catastrophic events such as the earthquake in Haiti; Hurricanes Katrina, Dolly, Gustav, Ike and Alex; H1N1 immunization project; 2011 Alabama tornados; and the Bastrop fires in Texas. We work hand-in-hand with the Texas Department of Health and Human Services, American Red Cross, Medical Reserve Corp and local Health Departments across the state. With immediate mobilization our professionals are ready to assist.



At Angel Staffing we pride ourselves on the integrity, respectability and dependability of our staff and of each healthcare professional we place for our clients. Our mission is to earn your trust through unparalleled customer service, accountability and commitment to the medical staffing industry. Angel Staffing is committed to linking experienced and qualified medical professionals with top medical treatment facilities to enrich the healthcare industry and ensure patients receive the most competent and compassionate care available. Our goal is to provide medical staffing services for any public health emergency.

Currently, our Company performs staffing and employment services to more than 30 facilities with our service areas covering the entire State of Texas and 27 additional states plus the Territory of Guam. Angel Staffing has enjoyed unprecedented success in the services we provide to both Government and private clients since our inception in September 2002. Angel Staffing has

established itself within the medical community, both regionally and nationally, as an exceptional medical staffing firm.

Angel Staffing's strong presence in the healthcare community coupled with our demonstrated ability to successfully address challenges in providing the best possible workers available in every position has assisted us in becoming a staffing industry leader. To mitigate common industry problems, Angel Staffing business approach includes elements to attract, train, hire, and retain qualified personnel to meet all our awarded program requirements.



Angel Staffing has a well-developed resume bank of candidates for medical professionals and medical support to include administrative and logistical professionals. Currently we have an active database of over 200,000 candidates including RNs, LVNs, MDs, PAs, NPs, Medical Clerks, MRTs, OTs, PTs, Speech Therapists, Administrative personnel and many more who are actively pursuing employment with our corporation. Angel Staffing is dedicated to our employees and the mission to provide exceptional performance on our awarded programs and we proudly maintain a less than 1% turnover overall for our contracts.

In order to ensure only qualified candidates are presented to our customer, Angel Staffing has experienced employees available to verify our credentials. Under the direction of the Director of Human Resources, our credentialing staff act as the liaison between Angel Staffing and the Disaster Response team to ensure they meet all qualifications and requirements as indicated by Fort Bend County. Angel staffing has very high standards, so our healthcare professionals must have at least one year experience in their certification. As part of our hiring process, our healthcare professionals complete a formal interview, qualification testing, a comprehensive background check, drug screen, credentialing to include ICS courses as the courses relate to their specialty, and formal Angel Disaster Response training to include policies and procedures as requested by Fort Bend County.

The following is a short list of some of the medical professionals that we currently staff:

Certified Registered Nurse Anesthetists (CRNAs)	Licensed Vocational Nurses (LVNs)	Medical Records Technicians (MRTs)
Medical Doctors (MDs)	Physician Assistants (PAs)	Respiratory Therapist (RTs)
Surgical Suite Staff	Medical Transcriptionist	Registered Nurses (RNs)
Physical Therapists (PTs)	Certified Nursing Assistants (CNAs)	Medical Assistants (MAs)

Angel Staffing prides ourselves on utilizing both new and proven approaches in providing our services, which will enable us to significantly exceed performance or capability standards of the solicitation. Our management model ensures a cohesive structure which will ensure all requirements of the solicitation will be accomplished in an effective, efficient and customer-focused manner. Our strong performance history and proven management structure allows Angel Staffing to provide Fort Bend County with peace of mind in knowing services will be provided immediately. With Angel Staffing, Fort Bend County will receive a company who intimately understands the healthcare field, operational policies and requirements of disaster response.

Our Company not only has the experience to provide medical staff, we have medical staff who are trained to respond to any public health emergency, and are ready to attend to patients at a moment's notice. We have proven our capability time and again. Our past performance on both small and large scale staffing programs has surpassed contract expectations and Angel Staffing consistently provides a fill rate in excess of 98% and a turnover of less than 1%. Our proven success lies within these statistics and our special projects.

As part of our capabilities, we have responded to a number of special projects, some of which required the immediate mobilization of Angel Disaster Response.

We are always eager to support special projects, and our capabilities are limitless. Our list of special projects includes:

- CDC H1N1 research study.
- H1N1 vaccination project (Provided nurses to run the DSHS call center, to administer vaccinations statewide and to assist in the after action review and planning of mass prophylaxis).
- Medical Staffing for sheltering (both functional needs and general population), evacuation triage and evacuation transport during Hurricanes Katrina, Dolly, Gustav, Rita and Alex.
- Haiti earthquake response where we assisted Loma Linda University staff their sponsored hospital with a variety of MDs, RNs, and Paramedics. We continue to support an orphanage in Haiti and various other organizations who require medical support there.
- Alabama Tornados of 2011 (Provided several volunteer medical providers to assist with sheltering, we sponsored families and assisted them with their emotional, physical and financial needs).
- Annual flu incentive programs statewide.
- Private and federal government staffing for both acute and long term medical facilities.
- Various medical research studies.

Angel Staffing is pleased to provide the County of Fort Bend, Texas with our proposal submission, which will successfully demonstrate our ability to not only meet, but exceed all program objectives. We have a loyal group of medical professionals not only because we invest in their education and retention but because we promote comprehensive employee satisfaction. Angel Staffing is unique in that we seek our partnerships with various volunteer organizations such as the American Red Cross, Medical Reserve Corp, and CERT in order to keep our responders engaged during the “disaster down time”. Angel Staffing health care professionals are not only experts in their fields with a plethora of certifications and lifesaving skills they are also friendly, empathetic and compassionate caretakers.

2.1 REFERENCES

PAST PERFORMANCE REFERENCE #1, ANGEL STAFFING, INC., WHMC NURSING SERVICES.

Past Performance Reference 1	
Contractor Delivering Services:	Angel Staffing, Inc.
Contract/Task Order Number:	FA3047-08-D-0012
Company/Agency Receiving Services:	Wilford Hall Medical Center, Lackland AFB, TX
Customer Point of Contact Information:	Johnnie Johnson – Contracting Officer - Retired

Address:	U.S. Army Medical Command Center for Health Care Contracting
Phone Number:	210-313-4568
Email Address:	cmsgtjay@sbcglobal.net
Description of services:	288 Nursing and Ancillary FTE positions

PAST PERFORMANCE REFERENCE #2, ANGEL STAFFING, TEXAS DSHS, HEALTH RELATED MEDICAL SERVICES.

Past Performance Reference 2	
Contractor Delivering Services:	Angel Staffing, Inc.
Contract/Task Order Number:	2014-045552 001
Company/Agency Receiving Services:	Texas Department of State Health Services
Customer Point of Contact Information:	Mr. Bruce Clements
Address:	1100 West 49th Street Austin, Texas 78756
Phone Number:	(512) 776-7126 (office)
Email Address:	bruce.clements@dshs.state.tx.us
Description of services:	Health Related Medical Services

PAST PERFORMANCE REFERENCE #3, ANGEL STAFFING, CLINICAL ACQUISITION FOR SUPPORT SERVICES

Past Performance Reference 3	
Contractor Delivering Services:	Angel Staffing, Inc.
Contract/Task Order Number:	The Clinical Acquisition for Support Services (CLASS) FA8053-12-D-0036
Company/Agency Receiving	The United States Air Force
Customer Point of Contact Info:	Mr. David Green – Program Manager
Address:	2776 C. Street, Area B, Bldg 6, Rm. 200 WPAFB, OH, 45433
Phone Number:	937-255-1243
Email Address:	david.green.49@us.af.mil
Description of services:	Health care workers for direct patient care at Air Force MTF's nationwide.

PAST PERFORMANCE REFERENCE #4, ANGEL STAFFING, CHSI

Past Performance Reference 4	
Contractor Delivering Services:	Angel Staffing, Inc.
Contract/Task Order Number:	SA-14-041
Company/Agency Receiving Services:	Comprehensive Health Services

Customer Point of Contact Information:	Jessica Trippleton – Program Manager
Address:	8810 Cape Canaveral, FL 32920
Phone Number:	321-536-6567
Email Address:	jtrippleton@chsmedical.com
Description of services:	Sheltering and special project staffing services

3 AGREEMENT PERIOD

Angel Staffing agrees to keep our prices and this proposal response effective for 120 day from November 22, 2016. Angel staffing will comply with the terms of the agreement as stated in the RFP for the period ending September 30, 2018 and renewable annually through September 30, 2022. Should angel staffing need to terminate the agreement, we will comply and give thirty (30) days written notice of our intent to terminate the contract.

Angel staffing understands that the terms of this agreement is subject to the availability of funds as appropriated by the juvenile probation budget.

4 INSURANCE

4.1 ANGEL STAFFING'S CERTIFICATE OF INSURANCE STATING COVERAGE IS
INDICATED IN SECTION 4.2

4.2 CERTIFICATES OF INSURANCE

5 INDEMNIFICATION

In accordance with Fort Bend County's statement, *"Respondent shall save harmless county from and against all claims, liability, and expenses, including reasonable attorney's fee, arising from activities of respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants, or employees,"* and Sections 5.1- 5.7, Angel Staffing will comply with the indemnification clause.

6 FUNDING

Angel Staffing has developed comprehensive procedures for both mobilization and demobilization of services following an incident requiring activation of services. A highly detailed bill will be provided to Fort Bend County, as noted in the RFP, showing the number of staff, hours worked and expenses incurred (i.e. travel expenses) to support the incident.

Angel Staffing understands travel expenses will only be applied to responders traveling more than 50 miles from responder(s) homes and will comply with those rates in the County's Travel Policy.

7 VENDOR QUALIFICATIONS

Angel Staffing certifies that it is a duly qualified, capable, and otherwise bondable business. Our company has not filed for bankruptcy. We also certify that we do not owe any back taxes within Fort Bend County.

8 REQUIREMENTS

8.1 SPECIALTIES/ SKILL SETS

Angel Staffing maintains a strong and effective retention, recruiting and placement system, for RNs, LVNs, *Paramedic/EMT, C.N.A./ M.A., and Administrative Clerks* specifically designed to secure the qualified personnel necessary to deliver exceptional performance. We require all potential employees, incumbent or otherwise, to go through a stringent and well-defined hiring process to ensure they are qualified, motivated, and well-suited to perform all required tasks.

Angel Staffing's business approach is based upon proven methods and collectively presents the Government with an approach that mitigates risk, costs and program failure. We strive to provide employees who are on the cutting-edge of their field by offering a competitive wage rate, ongoing

and continual training, and an employee incentive package which includes medical benefits, bonuses and continuing education course

8.1.1 MEDICAL STAFFING & RECRUITMENT

Our employees are required to comply with contract requirements and company employment procedures at all times during performance on awarded programs. These procedures mandate that all qualified applicants be considered for employment based upon skills, experience, and other vital requirements such as licensure and certification requirements. Angel Staffing offers in-depth staffing capabilities to ensure qualified personnel are available to meet all contractual requirements. Our objectives are to employ a competent, motivated work force and to retain qualified, long-term personnel to enhance productivity and continuity of services.

Furthermore, we actively seek contract personnel for all available positions by using the recruiting methods described below and shown in our recruiting process, illustrated in *Figure 1-1 Recruiting Process*.



Figure 1-1, Recruiting Process

All Angel Staffing contract personnel are required to sign an employee agreement prior to placement which encompasses Angel Staffing's employment policy. The Program Manager (PM) will go over all terms of the contract and expected performance standards of the Performance Work Statements (PWS). This policy serves as a valuable tool for communicating expectations up front and provides for professional accountability. Another important aspect of this employee agreement is that every employee is expected to provide a two (2) week notice, in writing, if they intend to vacate a position. This policy allows Angel Staffing the necessary time to fill positions should they become open and ensures we maintain at least a 98% fill rate at all times during contract performance.

8.1.2 ANGEL STAFFING RECRUITMENT APPROACH

Angel Staffing utilizes proactive recruiting styles which are measurable, defined and dynamic. As potential contract personnel are identified and screened by our Recruitment Specialists, our Credentialing Specialists concurrently perform prime source verification of professional certifications, education, licenses, references, and criminal background history as these documents are received. If a selected candidate does not pass the rigorous credential process, this two-pronged approach ensures back-up candidates and allows for the placement of high quality healthcare professionals in the shortest time possible.

Our Recruitment Specialists have expert knowledge in what recruitment mediums work best to obtain prime candidates for open positions prior to award commencement in all markets. Angel Staffing employs the following recruitment methods to identify and qualify the greatest number of candidates for the specialties required by this solicitation:

On-Line and Print Advertisements & Marketing

Angel Staffing utilizes both online and published media outlets to recruit qualified personnel for position vacancies with great success. In addition to our corporate websites, Angel Staffing, has and will, continue to place advertisements on a variety of established job sourcing websites.

The use of both print and online job recruitment postings increases the exposure of the position to local candidates and has proven to be a wonderful resource to attract candidates outside of our database. Angel Staffing will continue to utilize these methods in order to increase our applicant pool as necessary.

Email & Cold Call Campaigns

Angel Staffing utilizes a national database of qualified medical professionals in all specialties for further recruiting opportunities. This mass marketing effort increases exposure for vacant positions and assists our Company in providing well-qualified and diverse medical professionals. Angel Staffing routinely sends out emails to more than 100,000 medical professionals who have provided their contact information and are actively seeking employment.

In addition to the email campaigns, Angel Staffing employs a systematic cold-call campaign which increases our candidate pool. By utilizing a proprietary database containing the contact information for more than 70,000 healthcare professionals nationally, including those specialties required for the successful operation of this program, we are able to reach candidates who expressed a direct interest or referred a colleague for further discussion.

Local Job Fair & Targeting Facilities in the Marketplace

To complement our active recruitment strategy, Angel Staffing participates in local job fairs to further attract qualified candidates. Job fairs allow potential applicants the chance to present their resume for initial screening, as well as complete an application to begin the credentialing process. Angel Staffing has used this strategy with great success in the past and have been able to identify candidates

which previous recruitment efforts may have missed. After the start of any contract, and as necessary, we will continue job fairs to maintain a qualified pool of potential candidates and to obtain updated market pay rates so adjustments to compensation can be made as needed.

Angel Staffing has the ability to identify key facilities nationwide which will serve as a focal point in our recruitment process and assist in identifying qualified candidates. Through existing contracts Angel Staffing provides staffing to more than 40 Government and private medical facilities, demonstrating our familiarity in staffing a variety of locations and medical settings.

Angel Staffing's processes for recruitment, verification of personnel documentation, and our background verification process are all based on methods which we employ on all awarded programs. We provide an ongoing and evolving recruitment process which encompasses our proven history, contract criteria and timelines.

8.2 WAGES, EXPENSES, BENEFITS, AND TAXES

Compensation Structure

Angel Staffing ensures all of our positions pay rates are at or above the 75th percentile of market pay rates in the region. Angel Staffing utilizes regular market adjustments as well as merit-based pay increases for high performing candidates to ensure that pay rates remain competitive within the market.

	RN	LVN	EMT	C.N.A./MA	Administrative Clerks
Hourly Rate	\$67.00	\$56.00	\$60.00	\$35.00	\$35.00
OT Rate, over 40 hours worked in one week	1.5x base rate	1.5x base rate	1.5x base rate	1.5x base rate	1.5x base rate

****Travel expenses will apply to responders traveling more than fifty (50) miles from responders home. Travel will be coordinated by Angel Staffing, Inc. Reimbursement shall be provided by Fort Bend County Health & Human Services 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. 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://fmx.cpa.state.tx.us/fm/travel/travelrates.php>**

Rewards Program

Our employee rewards program is designed to recognize individual contributions to Angel Staffing and to our clients on a variety of levels. Employee-added-benefit value for family vacations and cash awards are examples of our formal employee recognition programs. Angel Staffing also provides the “Halo Award” as a special recognition for performance by our employees above and beyond the scope of duty. The “Halo Award” seeks to promote excellence by recognizing employees that exemplify the highest standards.

8.3 TAXES, BENEFITS, AND COMPENSATION CLAIMS

Angel Staffing will pay, withhold and transmit payroll taxes; administer company benefits and handle all compensation claims involving assigned employees.

8.4 STAFFING SCHEDULES, INCURRED COSTS, & OTHER REPORTS AS DETERMINED BY FORT BEND COUNTY HEALTH & HUMAN SERVICES

Angel Staffing agrees to generate and will deliver any and all reports as set forth to include, but not limited to, staffing schedules, incurred costs, and other reports determined relevant to emergency response activities.

8.5 BACKGROUND CHECKS & CREDENTIALING

Our recruiting teams screen each candidate via phone, which includes in-depth inquiry into the candidate's past and experience. Once the candidate has passed this initial screening, their information is submitted to the credentialing departments to perform initial checks on each candidate including: (1) checking the status of applicable state licensure, (2) running an Office of the Inspector General (OIG) inquiry, (3) running an Excluded Parties List System (EPLS) check, (4) performing a criminal history background check, (5) verifying board certification (when applicable) and (6) running any recruited providers through the National Practitioner Data Bank (NPDB).

8.5.1.1 CLINICAL SCREENING

If a candidate passes the initial screening, their information is then forwarded to our Director of HR and/or site specific Project Manager (PM) to conduct an additional phone screen. This screening provides an independent assessment of the clinical qualifications of all submitted Ancillary professionals for additional assurance that the candidate can perform at the level required by the contract. If the Director of HR, or PM is satisfied that the candidate is suited to perform the required duties, our Credentialing Department will begin the remaining steps to complete the pre-employment packet for submission

8.5.1.2 CREDENTIAL PROCESS

Credentialing will perform primary source verification of all credentials that are required by the RFP for Fort Bend County. Angel Staffing follows' all guidelines established by Occupational Safety and Health Administration (OSHA). At a minimum, Angel Staffing requires that every candidate fulfills the standards below and have satisfactory outcomes to be considered for employment with Angel Staffing. For Advanced level practitioners with Privileges, credentialing will include current Drug Enforcement Agency (DEA) certificate or Controlled Drug Substance number as appropriate. All candidates licensure must be unrestricted and be without any pending action. The candidate's profile packet will include the following at a minimum:

<i>Criminal Background Check</i> <i>Violent Sexual Offender & Predator Search</i> <i>OIG list of Excluded Parties list</i>	<i>Annual Heal Assessment/Screening</i> <i>Proof of Immunizations:</i> <i>Hepatitis B</i>
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<i>Government Suspects list</i> <i>Pre-employment 10 pan drug screen</i> <i>Random Drug screen policy</i> <i>Licensure Verification & Tracking Program</i> <i>Certification Verification & Tracking Program</i> <i>Reference Checks</i>	<i>MMR</i> <i>Varicella</i> <i>PPD within the past 12 months or chest x-ray</i> <i>Patient Privacy Agreement</i> <i>HIPAA In-Service</i> <i>Employment Verification, Education Verification</i>
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Any "red flags" found in the credentialing process are immediately brought to the attention of our Director of HR. "Red Flag" issues will be investigated by discussing the new information with the candidate and requesting additional information from outside sources. The results of this investigation will be brought forth to all parties for consideration and a decision to "proceed" or "drop" the candidate from further consideration will be made.

8.5.1.3 CREDENTIAL MONITORING/TRACKING:

After the initial qualification, Angel Staffing will track clinical certifications that expire like licenses, yearly immunization or health screenings, certifications and ACLS/BCLS to ensure that they are maintained in a current status at all times. When the employee is hired, data about their licenses and certifications (such as expiration date) are logged into our credential tracking system. This tracking system generates alerts to advise of any expiring credential and the need to send recertification or renewal. As an additional quality check, Angel Staffing conducts routine examinations of the Department of Health & Human Services' OIG list to ensure that no sanctions for fraud and abuse against the Government have been levied against any current employees. This OIG check is done on a quarterly basis.

Angel Staffing employs a full time Compliance Officer and support compliance team dedicated to Compliance and Credential tracking;

8.6 CONTINUOUS SUPPORT

Angel Staffing provides a 1-800 number that is monitored twenty-four (24) hours a day, seven (7) days a week, three-hundred sixty-five (365) days a year which allows customers and employees direct access to an on call staffing coordinator. Angel Staffing's Director of Nursing and Disaster Response, Disaster Response Coordinators and Medical Director carry cell phones which are closely monitored at all times.

Angel Staffing has and maintains an active equal opportunity policy.

Angel Staffing has a systematic quality control process covering every aspect of our operation. We continuously operate our plan leaving an established system that allows for monitoring, analyzing, improving our contract performance, and correcting potential deficiencies before they impact contract performance. Additionally, our QCP ensures that all of our Health Care Providers (HCPs) participate in our continuous improvement processes, and comply with quality management/process improvement activities as well as OSHA performance elements.

8.7 TRAVEL

All travel arrangements for Medical Staffing for Public Health Emergency and any reimbursement will be coordinated through Angel Staffing.

EXHIBIT B

COUNTY TRAVEL POLICY

AS ATTACHED TO

AGREEMENT FOR CONTINGENCY MEDICAL STAFF SERVICES
PURSUANT TO RFP 17-030
BETWEEN FORT BEND COUNTY AND ANGEL STAFFING INC.



Fort Bend County Travel Policy Summary Effective August 1, 2015 *Summary Revised 09.21.15*

This is a summary of the Travel Policy, it is the travelers responsibility to read the entire Travel Policy located at <http://econnect/modules/showdocument.aspx?documentid=876> prior to making any travel reservations. Failure to comply with the Travel Policy will result in delay of travel reimbursement or traveler covering cost of travel. For questions regarding the policy or making reservations call the Auditor's Office 281-341-3763 or after hours at 281-684-7292.

Hotels – Reimbursable rates are limited to the GSA Per Diem Limits per day, per city not including taxes. The rates, which vary by month, are located on the GSA website http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=perdiem&utm_campaign=shortcuts

State Contract Hotels are available at discounted rates. Traveler must verify the state rate per night is less than the GSA rate when reserving hotel room or the traveler will only be reimbursed at the GSA rate plus taxes <http://www.window.state.tx.us/procurement/prog/stmp/>

Traveler can stay at the host hotel if the host hotel offers a group rate and the traveler is able to reserve the room at the group rate. ***If no more group rate rooms are available the traveler will need to find other accommodations within the GSA reimbursable rates.***

- Valet parking will not be reimbursed if self-parking is available.
- FBC is exempt from sales tax not hotel tax so you must pay all taxes at the hotel.
- Travel Days: If the traveler must leave before 7:00AM to arrive at the start of the event and/or return to the County after 6:00PM after the event concludes, an additional night's lodging is allowable before and/or after the event.
- Fees not allowable: Internet, phone charges, laundry, safe fees etc.
- Gratuities: Gratuities are not reimbursable for any lodging services.

Airfare- is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat based on the required arrival time for the event. When using Southwest Airlines a traveler should choose the "wanna get away" flight category. Unallowable expenses include trip insurance, early bird check In, front of the line, leg room and fare changes for personal reasons.

Rental Cars- Traveler must use state contract rates with AVIS and Enterprise located at <http://www.window.state.tx.us/procurement/prog/stmp/>

No add on cost (additional insurance, prepaid fuel, GPS, premium radio etc.) The state contract rates already include insurance so additional insurance is not necessary. ***Refer to the travel policy for details on booking your rental car reservations using the state contracts.***

Meals Per Diem –\$36 in state and \$48 out of state. First and last day of travel are paid at 75% of daily per diem rate (first and last day travel per diem rates \$27 in state and \$36 out of state)

Mileage Reimbursements – Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County office location of the traveler and the event location.

Contract Rental Car Rates (September 1-2015- August 31, 2016) - State of Texas Rates

CAR TYPE	AVIS / BUDGET		ENTERPRISE / NATIONAL	
Compact	\$33.50	\$201.00	\$35.00	\$210.00
Intermediate	\$35.50	\$213.00	\$37.00	\$222.00
Full-Size	\$37.50	\$225.00	\$39.00	\$234.00
Minivan	\$47.50	\$285.00	\$52.00	\$312.00
SUV Mid-Size	\$47.50	\$285.00	\$56.00	\$336.00
SUV Large	n/a	n/a	\$89.00	\$534.00

Contract Rental Car Rates (September 1-2015- August 31, 2016) - Out of State Rates

CAR TYPE	AVIS / BUDGET		ENTERPRISE / NATIONAL	
Compact	\$35.50	\$213.00	\$35.00	\$210.00
Intermediate	\$37.50	\$225.00	\$37.00	\$222.00
Full-Size	\$39.50	\$237.00	\$39.00	\$234.00
Minivan	\$49.50	\$297.00	\$52.00	\$312.00
SUV Mid-Size	\$49.50	\$297.00	\$56.00	\$336.00
SUV Large	n/a	n/a	\$89.00	\$534.00

GSA Reimbursable Hotel Rates for the State of Texas October 2015 – September 2016. All other states are online.

		OCT 15	NOV 15	DEC 15	JAN 16	FEB 16	MAR 16	APR 16	MAY 16	JUN 16	JUL 16	AUG 16	SEP 16
Standard Rate	City/County not listed	89	89	89	89	89	89	89	89	89	89	89	89
Arlington / Fort Worth / Grapevine	Tarrant County / City of Grapevine	149	149	149	149	149	149	149	149	149	149	149	149
Austin	Travis	135	135	135	159	159	159	135	135	135	135	135	135
Bio Springs	Howard	171	171	171	171	171	171	171	1471	171	171	171	171
College Station	Brazos	114	114	114	114	114	114	114	114	114	114	114	114
Corpus Christi	Nueces	105	105	105	105	105	105	105	105	105	105	105	105
Dallas	Dallas	125	125	125	138	138	138	138	138	138	125	125	125
El Paso	El Paso	95	95	95	95	95	95	95	95	95	95	95	95
Galveston	Galveston	99	99	99	99	99	99	99	99	129	129	129	99
Houston	Montgomery / Fort Bend / Harris	131	131	131	131	147	147	147	147	131	131	131	131
Laredo	Webb	99	99	99	99	99	99	99	99	99	99	99	99
McAllen	Hidalgo	93	93	93	93	93	93	93	93	93	93	93	93
Midland	Midland	185	174	174	174	185	185	185	185	185	185	185	185
Pearsall	Frio / Medina / La Salle	119	119	119	119	119	119	142	142	119	119	119	119

[illegible]

STATE OF TEXAS

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COUNTY OF FORT BEND

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FIRST AMENDMENT TO AGREEMENT FOR CONTINGENCY

MEDICAL STAFF SERVICES BETWEEN FORT BEND COUNTY AND

DONALD L. MOONEY ENTERPRISES LLC DBA NURSES'S ETC STAFFING

PURSUANT TO RFP 17-030

THIS AGREEMENT 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 Donald L. Mooney Enterprises LLC DBA Nurse's ETC Staffing (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County entered an agreement with Contractor to provide contingency medical staff services as requested by and through the Fort Bend County Public Health Department (hereinafter "Services") pursuant to RFP 17-030, dated January 10, 2017 ("Agreement"), and incorporated by reference as if set herein verbatim;

WHEREAS, Contractor represents that it is qualified and desires to perform such services;
and

WHEREAS, County and Contractor desires to renew and amend said Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby renewed and amended to provide as follows:

- A. **Term.** This Agreement shall renew on October 1, 2018 and shall terminate on September 30, 2019, unless terminated sooner as provided in the Agreement. Thereafter, this Agreement may be renewable annually for four (4) years (through September 30, 2022) under the same pricing, if mutually agreeable in writing by both parties.
- B. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.

- C. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.
- D. **Binding Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
- E. **Agreement to Not Boycott Israel Chapter 2270 Texas Government Code.** By signature below, Contractor verifies that Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- F. **Texas Government Code Section 2251.152 Acknowledgement.** By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
- G. **Conflict.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended. If there is a conflict between this Eighth Amendment and the Agreement and any prior amendments, the provisions of this Eighth Amendment shall prevail.
- H. **Understanding, Fair Construction.** By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

{EXECUTION PAGE FOLLOWS}

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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 ____ day of _____, 2018.

FORT BEND COUNTY

DONALD L. MOONEY ENTERPRISES LLC
DBA NURSE'S ETC STAFFING

Robert E. Hebert, County Judge

Date

ATTEST:

Laura Richard, County Clerk

Authorized Agent- Signature

Kevin Kline

Authorized Agent- Printed Name

President

Title

05 July 2018

Date

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 Edward Sturdivant, County Auditor

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR CONTINGENCY MEDICAL STAFF SERVICES
PURSUANT TO RFP 17-030
BETWEEN FORT BEND COUNTY AND
DONALD L. MOONEY ENTERPRISES LLC DBA NURSE'S ETC STAFFING**

THIS AGREEMENT 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 Donald L. Mooney Enterprises LLC DBA Nurse's ETC Staffing (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide contingency medical staff services as requested by and through the Fort Bend County Public Health Department (hereinafter "Services") pursuant to RFP 17-030; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

- A. Contractor shall render Services in accordance with Exhibit A to this Agreement.
- B. Contractor understands and agrees that this Agreement is for contingency medical staff services and therefore Contractor is not guaranteed that County will require a minimum level of service or even any services at all. Contractor will only provide Services if requested by County and only at the levels specified by County.

Section 2. Personnel

- A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

- B. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

- A. Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is \$100,000.00. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- B. All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- C. County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.
- D. Mutually approved travel and mileage expenses incurred in the performance of required services will be compensated only in accordance with the County's Travel Policy, a copy of which is attached as Exhibit B to this Agreement.

Section 4. Limit of Appropriation

- 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 \$100,000.00 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 \$100,000.00.

Section 5. Modifications and Waivers

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 6. Term and Termination

- A. The term of this Agreement shall be from the execution of the last party through September 30, 2018, unless terminated sooner as provided herein. This Agreement may be renewable annually for four (4) years (through 30 September 30, 2022) under the same terms, conditions and pricing if mutually agreeable to both parties.
- B. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice.
- C. Termination for Default
 - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - a. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
 - b. If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
 - 2. If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7A above.

- D. Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
- E. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 7. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 8. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 9. Insurance

- A. 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:
 - 1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

2. 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.
 3. 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.
 4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
 5. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.
- B. 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 Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- C. 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 the work under this Contract is completed.
- D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. 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.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

Section 10. Indemnity

- A. **CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT**

RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

- B. Contractor shall timely report all such matters to County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of County required by Contractor in the defense of each matter.
- C. Contractor's duty to defend, indemnify and hold County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.
- D. In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter.
- E. The provision by Contractor of insurance shall not limit the liability of Contractor under an agreement.
- F. Contractor shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Contractor's operations. Such provisions shall be in form satisfactory to County.
- G. Loss Deduction Clause - County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or trade contractor providing such insurance.

Section 11. Confidential and Proprietary Information

- A. Contractor 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 Contractor 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 Contractor 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 Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor'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 Contractor who can be shown to have had no access to the Confidential Information.

- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor 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. Contractor 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, Contractor shall advise County immediately in the event Contractor 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 Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor 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, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.
- C. Contractor 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. Contractor 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. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Contractor 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 Consultant 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.

Section 12. Independent Contractor

- A. 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.
- B. 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.

Section 13. 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:

County:	Fort Bend County
	Attn: County Judge
	401 Jackson Street
	Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: Purchasing Agent
301 Jackson Street, Ste. 201
Richmond, Texas 77469

Contractor: DONALD L. MOONEY ENTERPRISES LLC
DBA NURSE'S ETC STAFFING
Attn: Kevin Klein, President
16302 Pleasantville Rd. Ste. 211
San Antonio, TX 78233

C. Notice is effective only if the party giving or making the Notice has complied with subsections 13(A) and 13(B) and if the addressee has received the Notice. A Notice is deemed received as follows:

1. 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.
2. 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.

Section 14. Compliance with Laws

Contractor 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, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 15. Performance Warranty

- A. Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- B. Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 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 are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
- 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.

Section 17. Applicable Law

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.

Section 18. Successors and Assigns

County and Contractor 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.

Section 19. Third Party Beneficiaries

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

Section 20. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 21. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services

hereunder without the express written permission of County, except where required to do so by law.

Section 22. Captions

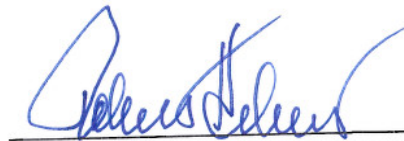
The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 23. Conflict

- A. If there is a conflict between the terms of this document and the Attachments to it, the terms of this document overrides all Exhibits.
- B. With regard to conflicts between the Exhibits, Exhibit B overrides Exhibit A.

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 ____ day of _____, 2016.

FORT BEND COUNTY



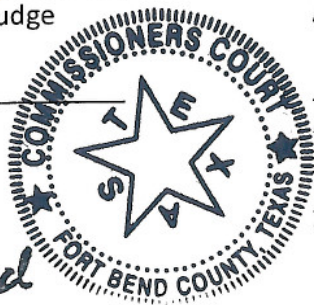
Robert E. Hebert, County Judge

1-10-17
Date

ATTEST:



Laura Richard, County Clerk



DONALD L. MOONEY ENTERPRISES LLC
DBA NURSE'S ETC STAFFING



Authorized Agent- Signature

KEVIN KLINE

Authorized Agent- Printed Name

PRESIDENT

Title

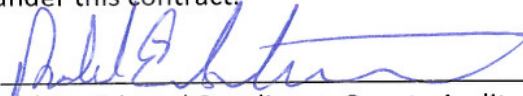
12/29/16
Date

Exhibit A: Contractor's Response to RFP 17-030

Exhibit B: County Travel Policy

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$100,000.⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Edward Sturdivant, County Auditor

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EXHIBIT A

CONTRACTOR'S RESPONSE TO RFP 17-030

AS ATTACHED TO

AGREEMENT FOR CONTINGENCY MEDICAL STAFF SERVICES
PURSUANT TO RFP 17-030
BETWEEN FORT BEND COUNTY AND
DONALD L. MOONEY ENTERPRISES LLC DBA NURSE'S ETC STAFFING



Fort Bend County
Medical Staffing for Public Health Emergency Response
RFP 17 – 030

Submitted by:

Donald L. Mooney Enterprises, LLC dba NURSES Etc STAFFING

DUE: November 22, 2016 2:00 PM (Central)

NURSE'S / Etc. Staffing

Fort Bend County

Medical Staffing for Public Health Emergency Response

RFP 17 – 030

Submission by:

Donald L. Mooney Enterprises, LLC dba NURSES Etc STAFFING

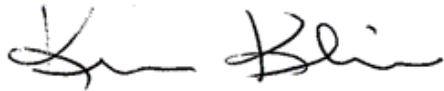
16302 Pleasantville Rd, Suite 211

San Antonio, Texas 78233

(210) 566 -9995 Office

210) 566 – 1862 Fax

NESBD@nursesetc.net



Signature

Kevin Kline

Officer Name

President

Officer Title

November 18, 2016

Date

This proposal includes data not to be disclosed outside Fort Bend County government, not duplicated used or disclosed in whole or in part for any purpose other than to evaluate this proposal or quotation. If a contract is awarded to this offeror or quoter as a result or in connection with this submission of data, Fort Bend County has the right to duplicate use or disclose the data to the extent provided in the resulting contract. This restriction does not limit Fort Bend County's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction is contained on every page.

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Executive Summary

Donald L. Mooney Enterprises, LLC dba NURSES Etc STAFFING (NES) is pleased to submit our proposal for Fort Bend County Medical Staffing for Public Health Emergency Response, RFP 17-030. We are capable of complying with each of the Vendor Qualifications as outlined below:

- Our Company certifies we are a duly qualified, capable, and otherwise bondable business entity; that we are not in receivership contemplating same, nor ever filed for bankruptcy.
- We further certify that the Company, Corporation, or Partnership does not owe any back taxes within Fort Bend County, that we are able and capable of performing this proposal through our own resources without subcontracting or assignment, and that we normally engage in this type of business.
- NES further warrants that we are familiar with all laws, regulations, and customs applicable to this type of service.

UNDERSTANDING OF REQUIREMENTS

NES listed our capabilities, credentials, skill set and capacity to perform and complete described requirements including our implementation process of training. Our understanding of the requirements details our plan to recruit and retain qualified candidates, and documents how we successfully manage our employees using policies, procedures, training, and record maintenance developed in accordance with The Joint Commission standards under which we are certified. Included in our understanding of the requirements are job descriptions for each labor category.

EXPERIENCE

Our experience related to providing PRN, contingency healthcare staff and public health emergency response efforts, such as staffing alternate care sites, shelters for medical needs support, and mass vaccination and dispensing is outlined and includes details regarding the key personnel within our company.

PRICING

Our bill rate is structured and detailed to reflect the current market for the required labor categories, orientation and training and to outline any reimbursable travel and per diem rates that may occur.

REFERENCES

We provided three (3) references with whom we have provided comparable products and services within the last three years. As requested, each reference includes: the clients' names, contact name, phone number, email address and brief description of the relevant products and/or services provided.

OVERALL COMPLETENESS

We are proud to provide a well-organized and well written proposal, responding coherently to this Request for Proposal. Our response includes all the required content, including forms, certificates, RFP and fully-burdened unit pricing. Our Price reflects the market research we performed and will provide compensation that will optimally attract and retain the most highly qualified employees at a fair and reasonable cost to the customer. Kevin Kline, our company President, and Jennifer Larios Eddy, our Capture Manager, are our points of contact. Either may be reached by telephone at (210) 566-9995 or via email at NESBD@nursesetc.net.

1. Understanding of Requirements

NES' goal is to meet and/or exceed all contract requirements and to conduct ourselves in such a way that the customer would recognize the value we add by ensuring all assigned healthcare staff is pre-qualified, experienced according to their skillsets, fully credentialed, able to perform successfully and motivated to work throughout the contract term.

We perform on-going recruiting to maintain a pool of well qualified candidates, and we keep our commitments to our employees. Our current commercial and government contracts provide a large number of healthcare providers who serve in multiple locations. Our Team provides the most highly qualified staff, compensates them fairly and manages them effectively so that they are motivated to remain throughout the contract term. Each must be licensed and/or certified, and typically has a minimum of one year's experience in a medical facility. Their immunizations and BLS/ACLS must be up to date, and they must pass a background check, and a drug screen as well as the security checks provided by the healthcare facility. We have excellent performance ratings, with high scores for recruitment, management and retention of our healthcare professionals.

- Each is selected, credentialed and verified to have the education, experience, competence and knowledge to actively participate in providing direct healthcare services specific to their assigned units.
- Each demonstrates proficiency in reading, writing, speaking and communicating effectively in English and each is computer literate – capable of typing and familiar with the programs necessary to accomplish their tasks well and on time.
- Each is selected according to professional initiative, interpersonal relationship skills and social sensitivity to ensure he/she is capable to provide care to a diverse patient population.
- In the cases of PRN staff, they must be trained specifically according to each customer's mission, motivated to remain flexible to respond promptly and to remain available to support each assignment as needed.

NES agrees to provide the required number of Professionals in each of the labor categories described according to RFP 17-030, Medical Staffing for Public Health Emergency Response. NES will make a reasonable effort to provide additional Professionals, over the maximum amounts, at the request of Fort Bend County, Texas.

- Each of the Professionals we provide shall be licensed by the State of Texas.
- Each Professional will have demonstrated experience and/or knowledge within the scope of their licensed profession.
- Each Professional shall maintain his/her license required by state law in good standing during the term of any deployment under this Contract.

Policies and Procedures:

NES will use the same written policies and procedures we established for our commercial, state and government contracts to provide for credentialing of any healthcare professionals deployed in support of this Contract. Our policies and procedures include verification of licensure, licensure status (e.g., license is in good standing), specialties, and privileges at hospitals or other health care facilities in force at the time of hire, no later than the time of deployment, and shall include periodic re-verification of healthcare worker requirements.

Written Records:

NES shall keep written records of our findings for each Professional that may be deployed under this contract and shall obtain all of this information at a time that will not cause delay in responding to a deployment notification.

Experience and Capabilities of Healthcare Staff:

All NES healthcare professionals will be skilled at working in an acute and/or ambulatory setting, able to work without the expectation of a regular physical work environment or under close direct supervision. They will each demonstrate professional experience to provide best care practices in their field with limited standing delegation orders, verbal orders, or written policies to ensure the best effort to limit morbidity or mortality of persons served.

- The healthcare staff selected will be able to function within a multidisciplinary medical team, remain flexible to a fast paced, changing environment with limited stability of daily operations.
- Each will be willing to take medical orders from the designated team leader on site at the time of the response.
- They will be willing to serve in various subordinate roles but not to exceed their level of formal training.
- Each will serve all ages with a vast array of medical conditions, populations and special needs.
- The Professionals will provide usual and customary services of a medical or health professional in their field.
- The Professionals will have the ability to provide examinations, evaluations, consultations, and perform specific treatment as necessary.

NES and the healthcare providers selected to support the Ft Bend contract will comply with all applicable regulations, standards and guidelines in effect on the beginning date of this contract

NES understands that this contract is for the term ending 30 September 2018, renewable annually for four (4) years (through 30 September 2022) under the terms and conditions if mutually agreeable to both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

1.1. Training

All healthcare professionals NES provides to support this contract will take the following Incident Command Services (ICS) trainings: ICS 100, ICS 200, and ICS 700. These are available to each candidate online at: <http://training.fema.gov/IS/NIMS.asp>.

Baseline Courses:

IS-700 NIMS, an Introduction: This independent study course introduces the NIMS concept. NIMS provides a consistent nationwide template to enable all government, private-sector, and nongovernmental organizations to work together during domestic incidents.

ICS-100 Introduction to the Incident Command System: This independent study course introduces ICS and provides the foundation for higher level ICS training. It describes the history, features and principles, and organizational structure of the system. This course also explains the relationship between ICS and NIMS.

ICS-200 ICS for Single Resources and Initial Action Incidents: This independent study course is designed to enable personnel to operate efficiently during an incident or event within the ICS. ICS-200 provides training and resources for personnel who are likely to assume a supervisory position within the ICS.

1.2. Job Descriptions

NES has reviewed the labor categories outlined in the proposal requirements and is prepared to select from among the most highly qualified Registered Nurses (RNs), Licensed Vocational Nurses (LVNs), Emergency Medical Technicians/Paramedics (EMT/Ps), Certified Nursing Assistant (CNAs) and Administrative Clerks available. Each will be measured according to their education, experience and motivation to provide prompt response and their availability to support the Ft. Bend contract for the full term of deployment. Listed below are the qualifications, essential functions and physical requirements NES will require from each of the candidates chosen to represent this contract.

Included in our standard credentialing process are the background checks, drug screens, and professional credentialing checks listed below. The processes we use for all employees match those outlined in the RFP for the Ft. Bend requirements as listed below:

<ul style="list-style-type: none">• 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 pan drug screen• Random Drug screen policy• Licensure Verification & Tracking program• Certification Verification & Tracking program• Reference Checks	<ul style="list-style-type: none">• Annual Health Assessment/Screening• Proof of Immunizations:<ul style="list-style-type: none">○ Hepatitis B○ MMR○ Varicella○ PPD within past 12 months or chest x-ray• Patient Privacy Agreement• HIPAA In-Service• Employment Verification• Education Verification
--	--

1.2.1. Registered Nurse (RN)

JOB QUALIFICATIONS:

- Must be a graduate of state approved school of vocational or professional nursing.
- Must have successfully completed state board of registration or licensure and carry a current state license as a registered nurse or licensed vocational nurse. Must be willing and able to assume charge of personnel assigned to RN's area.
- Knowledge & understanding of procedures and techniques necessary to administer medication and treatments as prescribed by a physician. Knowledge of medications and possible side effects.
- Knowledge & understanding of facility's policies and procedures and how to carry these through.
- Knowledge & understanding of aging and an awareness of the need for meaningful intervention.
- Knowledge & understanding of state and federal requirements. Knowledge of Blood Borne Pathogen rules.

ESSENTIAL FUNCTIONS:

- Performs all nursing duties in accordance with the state Nursing Act specific to the state the RN is working in, while adhering to all facility policies and procedures.
- Assists the physician with procedures and treatments. Administers treatments including sterile procedures.
- Is able to recognize significant changes in the condition of residents and take necessary action. Having working knowledge of all residents under his/her care.
- Collaborates with other health care providers and provides education to patients and/or significant others (while in compliance with HIPAA).
- Is responsible during the shift for the total nursing care of residents in his/her assigned unit, which includes lifting, transferring and supporting residents who weigh 50 pounds or more.
- Proficient oral and written communication skills
- Abides by policies of facility and ascertain that employees under her supervision do the same.
- Ensures that all personnel who work under his/her direction observe the rules of Universal Precautions and the Blood Borne Pathogen rules.

PHYSICAL AND MENTAL EFFORT:

Prolonged standing is required. Requires ability to handle stressful situations in a calm and courteous manner at all times. Requires working under some stressful conditions to meet deadlines and agency needs.

1.2.2. Licensed Vocational Nurse (LVN)

JOB QUALIFICATIONS:

- Must be a graduate of state approved school of vocational or professional nursing.
- Must have successfully completed state board of registration or licensure and carry a current state license as a registered nurse or licensed vocational nurse. Must be willing and able to assume charge of personnel assigned to his/her area.
- Knowledge & understanding of procedures and techniques necessary to administer medication and treatments as prescribed by a physician.
- Knowledge & understanding of medications and possible side effects.
- Knowledge & understanding of facility's policies and procedures and how to carry these through. Knowledge & understanding of aging and an awareness of the need for meaningful intervention
- Knowledge & understanding of state and federal requirements.
- Knowledge of Blood Borne Pathogen rules.

ESSENTIAL FUNCTIONS:

- Performs all nursing duties in accordance with the state Nursing Act specific to the state you are working in, while adhering to all facility policies and procedures.
- Assists the physician with procedures and treatments. Administers treatments including sterile procedures.
- Is able to recognize significant changes in the condition of residents and take necessary action. Having working knowledge of all residents under his/her care.
- Collaborates with other health care providers and provides education to patients and/or significant others (while in compliance with HIPAA).
- Is responsible during the shift for the total nursing care of residents in his/her assigned unit, which includes lifting, transferring and supporting residents who weigh 50 pounds or more.
- Proficient in oral and written communication skills
- Abides by policies of facility and ascertain that employees under her supervision do the same.
- Ensures that all personnel who work under his/her direction observe the rules of Universal Precautions and the Blood Borne Pathogen rules.

PHYSICAL AND MENTAL EFFORT:

Prolonged standing is required. Requires ability to handle stressful situations in a calm and courteous manner at all times. Requires working under some stressful conditions to meet deadlines and agency needs.

1.2.3. Emergency Medical Technicians/Paramedics (EMT/P)

JOB SUMMARY

Emergency Department trained Paramedics (EMT-P) to support treatment in a hospital emergency department (ED), ambulance emergency response, in-flight emergency response, non-in-flight emergency response, transfer and transport services for active duty military personnel, their dependents, retirees, their dependents and other eligible beneficiaries, in accordance with the terms and conditions of this agreement. The EMT-P will be required to assist with patient care within the ED when not performing emergency response or transport services. EMT-P shall cover the range of services provided in a civilian medical treatment facility.

JOB QUALIFICATIONS:

- Graduation from an accredited EMT-paramedic (EMT-P) certification program.
- A current, valid paramedic license and certification from the National Registry of Emergency Medical Technicians (NREMT)
- Current certification in Basic Life Support (BLS), Advanced Cardiac Life Support (ACLS), and Pre-hospital Trauma Life Support (PHTLS).
- One (1) year of full-time experience within the last three (3) years as a paramedic.
- Knowledge of human anatomy and physiology; emergency medical treatment to include CPR; aseptic and surgical technique; infection control, communicable diseases; medical ethics and legal aspects; operation and maintenance of therapeutic equipment; medical terminology; transportation of the sick and injured.
- Knowledge of current hospital and pre-hospital protocols in order to assess, plan, implement, and evaluate care of patients in hospital and pre-hospital settings. The EMT-P will be required to assist with patient care within the ED when not performing emergency response or transport services.
- Knowledge and skill in cardiopulmonary resuscitation and advanced lifesaving measures used to initiate resuscitation measures when necessary and assist unit in providing support measure.

ESSENTIAL FUNCTIONS:

- Responsible for creating, maintaining, and disposing of medical documentation as required.
- Performs a full range of emergency room support and ambulance services on site at the MTF and in the field when performing ambulance emergency or in-flight response, transfer, or transport services. The EMT-P will practice within the guidelines set by the NCOIC, Nurse Manager and the Medical Director. Provides emergency hospital and pre-hospital care for all types of patients (all ages).
- Assesses, plans, implements, and evaluates nursing care for patients of all ages. Workload includes the evaluation and treatment of emergent, urgent, and non-emergent patients ranging from infants to elderly.
- Assisted by medical technicians, the candidate will be fully integrated into the nursing team, responsible for direct patient care.
- Recognizes medical emergencies and responds appropriately.
- Initiates CPR if required. Assists emergency personnel in administering advanced cardiac life support measures when necessary.
- Participates in in-services and continuing education programs.
- Must comply with licensing requirements of the State and local motor vehicle laws and shall be certified, by the Contractor and at the Contractor's expense, as being fully qualified to operate the vehicles/equipment to which they are assigned in accordance with AFI 24-301, VEHICLE OPERATIONS, Section 8E, Licensing for Federal Civilian Employees, Contractor Personnel, and Federal Prison Camp Inmates, and paragraph 8.10, Licensing Contractor Personnel.

PHYSICAL AND MENTAL EFFORT:

Lifting and standing is required. Requires ability to handle stressful situations in a calm and courteous manner at all times. Requires working under some stressful conditions to meet deadlines and agency needs.

1.2.4. Certified Nursing Assistant (CNA)

JOB SUMMARY

The CNA stands for the Certified Nursing Assistant. Person working in this field of health care has no licensure requirements, and works directly under the supervision of the RN or LVNS. They must first undergo CNA training which includes theoretical knowledge and practical clinical skills. All CNAs must pass the state exam to start work in the health care industry.

JOB QUALIFICATIONS:

Provide basic patient care under direction of nursing staff. Perform duties, such as feed, bathe, dress, groom, or move patients, or change linens.

ESSENTIAL FUNCTIONS:

- Helping patients with ADLs (activities of daily living) for which they need assistance, such as bathing, combing hair, brushing teeth, shaving, putting on stockings and/or slippers, dressing and ambulation.
- Following proper protocol in avoiding the spread of germs and spores which transport disease.
- Assisting the patient to regain or maintain body strength and normal range of motion and assisting physical exercise to maintain general well-being and musculoskeletal function.
- Measuring statistics. Recording intake and output, height, and weight.
- Feeding patients who are unable to feed themselves
- Prepare, serve, and collect food trays.
- Answer patients' call signals.
- Turn and re-position bedridden patients, alone or with assistance, to prevent bedsores.

PHYSICAL AND MENTAL EFFORT:

Prolonged standing is required. Requires ability to handle stressful situations in a calm and courteous manner at all times. Requires working under some stressful conditions to meet deadlines and agency needs.

1.2.5. Administrative Clerks

JOB SUMMARY

Under immediate supervision, maintains patient files and statistics; responds to requests for medical records; performs clerical duties.

JOB QUALIFICATIONS:

- High school diploma or equivalent, with no experience required; three (3) months of medical clerical experience preferred.
- Flexibility with work assignments & locations
- Data entry and math skills
- Good written & verbal communication skills
- Knowledge of modern office equipment
- Interpersonal/human relations skills
- Organizational skills
- Telephone etiquette skills
- Ability to maintain records and files
- Ability to operate personal computer
- Ability to maintain confidentiality
- Ability to exert physical effort maintaining and distributing files

ESSENTIAL FUNCTIONS:

- Maintains patient files and retrieves files for scheduled appointments; files study patient charts; files all patient data upon receipt of information; initiates records for new patients and creates computer index; prepares file labels; maintains filing statistics; audits filing sequence.
- Responds to requests for medical records; processes letters and reports; answers and directs telephone calls.
- Retrieves patient schedules from computer system; distributes lab reports to physicians, and materials to other departments; requests information from various departments; responds to correspondence requests.
- May photocopy records and documents for billing and/or legal services; sends and receives information via facsimile machine.
- Keeps supervisor informed of problems or issues; monitors supplies needed; performs other duties as assigned.

PHYSICAL AND MENTAL EFFORT:

Prolonged standing is required. Requires ability to handle stressful situations in a calm and courteous manner at all times. Requires working under some stressful conditions to meet deadlines and agency needs.

2. Experience

Donald L. Mooney Enterprises LLC is made up of a family of companies including NURSES Etc STAFFING (NES), Virtus Executive Placement and Healthcare Services, PrimaCore Solutions and DME Synergistic Systems. Established in 2000, DME is a Service-Disabled Veteran-Owned Small Business (SDVOSB), minority-owned, company that specializes in providing human capital solutions and management services. The companies each have distinct roles to fit their individual niche markets, yet work collaboratively, sharing robust Financial Management, Human Resources and Sales & Marketing teams and retaining their own Executive oversight personnel to enhance DME's ability to support a diverse customer base including statewide commercial businesses and national government contracts.

2.1. Key Personnel

Among our key personnel, NES selected Ms. Silvia Flores to highlight her specific experience providing Emergency Response Staffing within the state of Texas. Ms. Flores joined NES as the Vice President of our Commercial Division in 2013 and was instrumental in leading our team to attain certification by The Joint Commission the same year.

Energetic and outgoing, Ms. Flores served as a Travel Branch Director for Professional Nursing Service, San Antonio. During her tenure, she increased their business by implementing comprehensive changes in marketing and customer service and established travelling hospitals, clinics and long-term-care accounts in San Antonio, Austin, Houston, Kerrville, West and South Texas, Laredo, Eagle Pass, and Corpus Christi. In less than two years, Ms. Flores and one staffing coordinator recruited all the company's travelling nurses and therapists and provided oversight for after-hours, emergency and contingency needs after hours.

Since that time, Ms. Flores has directed Business Development teams and served as an Area Director for Texas at Angel Staffing, Inc., American Health Services and at Residential Elderly Home Care. Her career focused on providing ground up staffing for a variety of start-up companies; inspired her to develop a variety of training and policy manuals to identify and recruit qualified healthcare workers; create a database of active and passive candidates; and allowed her to develop relationships with clients such as Med Assets – Baptist Systems, South Texas Hospital, Jourdan, Life Care in San Antonio and Parallon HCA, in Texas – relationships which continue to serve her well in her position as Vice President of DME-Synergistic Systems, the managed care solution branch of DME's family of companies.

Ms. Flores' career has exposed her to staffing in large cities, rural Texas towns, Native American reservations and alternate care sites. She has personally recruited and managed nursing and ancillary staff who were regularly tasked with dispensing medication and vaccinations within a large patient population, and her work at Professional Nursing Service provided her with the experience of identifying healthcare staff to provide medical needs support in make-shift environments.

2.2. National Presence and Capabilities

NES established our excellent reputation and loyal customer base by focusing on meeting on our customers' staffing needs and delivering specific direct placement, full time, short term and Pro Re Nata (PRN) professionals. NES currently employs more than 400 direct Healthcare providers, Administrative staff and Ancillary services on 24 DoD contracts and 45 commercial contracts in 32 states, CONUS and OCONUS. We actively recruit, credential, hire, manage and retain Physicians, Advanced Practice Nurses, Registered and Licensed Nurses, Certified Nursing Assistants, Ancillary and Administrative support personnel for our military and commercial clients.

NES' government contracts support the U.S. Army, Air Force, and Navy military medical treatment facilities (MTFs). We are the prime contractor on a single award Army Nursing Services IDIQ contract at Joint Base San Antonio since 2010, with a current estimated value of more than \$100 million. On this contract, NES supports six locations and has provided up to 250 Nursing Services personnel including Pro Re Nata (PRN) nurses to fill surge requirements.

Since 2011, NES was awarded and performs on the U.S. Army Joint Task Force National Capital Region Medical contract; the U.S. Air Force Clinical Acquisition for Support Services contract; and four U.S. Navy contracts – Carolina MATO, Southeast Ancillary MATO, Northeast Ancillary MATO, and the Western Ancillary MATO.

NES' experience in multiple areas of regional and national military recruiting and personnel management enhances our capability to meet and exceed the recruiting requirements needed to secure mission success for this contract.

2.3. Recruiting Capabilities and Quality Assurance

NES' corporate employees have far-reaching commercial and military recruiting, credentialing, education and training experience. With more than 180 years' combined experience, our Commercial and Government Services teams have six designated recruiters, a pre-recruiting specialist, four credentialing specialists and four designated program/project managers. NES' recruiting and staffing specialists use a combination of internet resources, direct marketing via job fairs, targeted industry conferences and a rich pipeline of referrals from current military employees and contacts. Our on-going market research and sourcing strategies yield a high degree of staffing competence in the government sector and are a reflection of our commitment to meeting our contract goals and our candidates' expectations.

NES' effective recruiting tools and project management systems quickly identify qualified candidates from both competitive metropolitan areas and hard-to-reach, remote areas. One strategy we use is to organize our Recruiters and Credentialing Specialists into teams and to assign a Lead Recruiter to provide oversight and support. With each team focusing on a specific region and/or specific labor category, monitoring timeliness of response and accuracy of information is managed efficiently.

2.4. Management and Staffing Oversight

NES assigns a Program Manager (PM) and a Lead Recruiter to initiate and monitor all progress on every contract – from contract award through contract term. Consistent monitoring ensures we fill contract requirements, and our contract employees retain their motivation to perform well. Our PM acts as a liaison, representing our company, the customer and our healthcare professionals. The PM will establish and maintain contact, rapport and flexibility with the customer; will initiate and follow up on any necessary training and support for the providers and will work collaboratively with our Recruiters, Credentialists, Finance and Management teams to meet the goals of the customer and serve their needs. The PM will further support the customer by providing a single Point of Contact (POC) for any staffing, scheduling and reporting requirements throughout the contract term.

3. Price

Ft. Bend County and the surrounding areas including the Texas Gulf Coast region, present some challenges and some unique opportunities to recruit and manage PRN healthcare professionals. As one of Texas' wealthiest counties, Ft. Bend is also the state's 10th most populous county, and boasts an 88.5% average for High School graduates and a 43.2% average for those earning a Bachelor's Degree and higher among members of the population 25 years old and higher. Healthcare is its fifth largest industry, following manufacturing, energy, engineering and education and outpacing an impressive technology industry by only a few percentage points.

Keeping pace with ongoing competition from Houston's renowned medical community, Ft Bend County continues to receive the highest health ranking of all counties within Region 3 and is rated number 9 of 221 Texas counties. Despite the statistics, staffing for emergency response staff to meet the contingency requirements on this contract must consider details unique to each situation. Our experienced team members developed a compensation plan to attract the most highly qualified Nurses and Nursing Services staff as well as CMT-Ps. Additionally, we designed a per diem package which will motivate them to respond promptly and remain throughout the contract term.

NES' pricing is valid for a minimum of one hundred twenty (120) days after the submission date for this proposal to the County. Our pricing does not include taxes and we are fully prepared to provide staffing schedules, any additional incurred costs (i.e. travel and or lodging), and other reports as determined relevant to emergency response activities by Fort Bend County Health & Human Services.

DEPLOYED STAFF LABOR CATEGORY	BILL RATE PER HOUR	HOURLY RATE FOR TRAINING OR EXERCISE	TRAVEL		
			<i>Reimbursable rates are limited to the GSA Per Diem Limits per day, per city not including taxes</i>		
			HOTEL/ LODGING	MILEAGE	MEALS PER DIEM
Registered Nurse (RN)	\$75.00 USD	\$58.00 USD	\$135.00 USD Per Diem	Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County office location of the traveler and the event location.	\$59.00 Ft. Bend County, Texas
Licensed Vocational Nurse (LVN)	\$59.00 USD	\$45.00 USD			(first and last day travel per diem rates \$44.25)
EMT/Paramedic	\$54.00 USD	\$38.00 USD			
Certified Nurses Aid (CNA) / Medical Assistant (MA)	\$39.00 USD	\$26.00 USD			
Administrative Clerks	\$48.00 USD	35.00 USD			

Contractor shall complete rates and guaranteed maximum available number on one or more of the following types of health professionals and/or staff.

Contractor shall be paid an hourly rate for each deployed Contractor Staff at the rate negotiated and specified for the particular Contractor Staff Title listed in the following table. The hourly rate does not include travel expenses for each deployed Contractor Staff. Travel expenses for each deployed Contractor Staff shall be reimbursed to the Contractor at the current State Rate by Fort Bend County, Texas in addition to the hourly rate.

4. References

Client/Organization	JUDSON INDEPENDENT SCHOOL DISTRICT
Point of Contact	Michelle Hilliard
Title	Lead Special Education Coordinator
Phone Number	(210) 645 - 5456
Email Address	mhilliard@judsonisd.org
Description of Services	NES has provided the Judson Independent School District (JISD) with between 5 – 8 LVN's who serve the students in the JISD Special Needs and Students with disabilities. Each is assigned and pre-approved by the student's family to support all the student's medical and physical requirements to, from and during school hours throughout the term. NES remains flexible – providing additional LVNs as the contract needs require.

Client/Organization	MORNINGSIDE MINISTRIES – KENDALL HEALTH
Point of Contact	Mary Blohm
Title	Director of Nurse
Phone Number	(830) 846 – 4100
Email Address	Mary.Blohm@mmliving.org
Description of Services	NES provides LVNs and CNAs to provide PRN services for Morningside Ministries Senior Living facilities. The LVNs serve in positions as Charge Nurses within the facility – assigned to pass medication, track and monitor each resident's progress and provide accurate reports for the facility's medical records requirements. The CNAs may either be assigned specific locations within the facility or serve as floaters, filling in to provide assistance to the residents for daily living, perform activities with the residents or offer support as companions on extra-curricular field trips or outings.

Client/Organization	CENTRAL USA MEDCOM HCAA, JBSA
Point of Contact	Barbara C. Nelson
Title	CFCM
Phone Number	(210) 539 - 8667
Email Address	Barbara.C.Nelson8.civ@mail.mil
Description of Services	The JBSA contract is NES' largest single award military contract, currently worth in excess of \$100K. Awarded in January 2010, NES provides 250 LVNs and CNAs including Per Diem nursing services staff who support multiple locations SAMMC at JBSA. SAMMC is a Level 1 Trauma Center with 425+ beds, is a teaching facility for the University of Texas Health Science Center, operates the Army Institute of Surgical Research Dept. of Defense Burn Center, 25 primary and specialty clinics, 32 sub-specialty clinics, 28 operating rooms, and serves 250,000 active duty military, veterans, and retirees. Wilford Hall Ambulatory Surgical Center is supported by the 59th Medical Wing, the largest medical command in the U.S. Air Force, staffing 6,000 military and civilian healthcare personnel, and sustaining the largest Blood Donor Center in the DoD.

5. Overall Completeness of Response to Request for Proposals

5.1. Identity of Contact Person

NES identified the following person responsible for the submission of this proposal:

Name	Jennifer Larios Eddy
Title	Capture Manager
Employer	Donald L. Mooney Enterprises, LLC dba NURSES Etc STAFFING
Address	16302 Pleasantville Road, Suite 211
Telephone Number	(210) 566 - 9995

5.2. NES RFP Response Checklist

COMPLETED	RFP Requirements
<input checked="" type="checkbox"/>	Fort Bend County Specification Download Acknowledgement <i>Submitted November 04, 2016, confirmed November 07, 2016</i>
<input checked="" type="checkbox"/>	Vendor Information Form <i>with Signature & Initials</i>
<input checked="" type="checkbox"/>	Proposal Submission: <ul style="list-style-type: none"> ✓ One Original Hard Copy ✓ Four Copies ✓ One Electronic Response on CD or Flash Drive (1 File, PDF Format) ✓ RFP Document Included in Proposal ✓ Complete & Signed Title Page ✓ Proprietary Information Identified & Annotated ✓ Form 1295 Certificate of Interested Parties ✓ Current Certificate of Insurance

5.3. Additional Required Forms & Documents

NES has completed and enclosed the following required forms in accordance with instructions for the RFP:

- Certificate of Insurance
- Form 1295
- Vendor Form
- W9 Form
- Tax Form/Debt/Residence Certification
- Contractor Acknowledgement of Stormwater Management Program
- RFP 17-030 (Full Copy)

EXHIBIT B

COUNTY TRAVEL POLICY

AS ATTACHED TO

AGREEMENT FOR CONTINGENCY MEDICAL STAFF SERVICES
PURSUANT TO RFP 17-030
BETWEEN FORT BEND COUNTY AND
DONALD L. MOONEY ENTERPRISES LLC DBA NURSE'S ETC STAFFING



Fort Bend County Travel Policy Summary Effective August 1, 2015 *Summary Revised 09.21.15*

This is a summary of the Travel Policy, it is the travelers responsibility to read the entire Travel Policy located at <http://econnect/modules/showdocument.aspx?documentid=876> prior to making any travel reservations. Failure to comply with the Travel Policy will result in delay of travel reimbursement or traveler covering cost of travel. For questions regarding the policy or making reservations call the Auditor's Office 281-341-3763 or after hours at 281-684-7292.

Hotels – Reimbursable rates are limited to the GSA Per Diem Limits per day, per city not including taxes. The rates, which vary by month, are located on the GSA website http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=perdiem&utm_campaign=shortcuts

State Contract Hotels are available at discounted rates. Traveler must verify the state rate per night is less than the GSA rate when reserving hotel room or the traveler will only be reimbursed at the GSA rate plus taxes <http://www.window.state.tx.us/procurement/prog/stmp/>

Traveler can stay at the host hotel if the host hotel offers a group rate and the traveler is able to reserve the room at the group rate. ***If no more group rate rooms are available the traveler will need to find other accommodations within the GSA reimbursable rates.***

- Valet parking will not be reimbursed if self-parking is available.
- FBC is exempt from sales tax not hotel tax so you must pay all taxes at the hotel.
- Travel Days: If the traveler must leave before 7:00AM to arrive at the start of the event and/or return to the County after 6:00PM after the event concludes, an additional night's lodging is allowable before and/or after the event.
- Fees not allowable: Internet, phone charges, laundry, safe fees etc.
- Gratuities: Gratuities are not reimbursable for any lodging services.

Airfare- is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat based on the required arrival time for the event. When using Southwest Airlines a traveler should choose the "wanna get away" flight category. Unallowable expenses include trip insurance, early bird check In, front of the line, leg room and fare changes for personal reasons.

Rental Cars- Traveler must use state contract rates with AVIS and Enterprise located at <http://www.window.state.tx.us/procurement/prog/stmp/>

No add on cost (additional insurance, prepaid fuel, GPS, premium radio etc.) The state contract rates already include insurance so additional insurance is not necessary. ***Refer to the travel policy for details on booking your rental car reservations using the state contracts.***

Meals Per Diem –\$36 in state and \$48 out of state. First and last day of travel are paid at 75% of daily per diem rate (first and last day travel per diem rates \$27 in state and \$36 out of state)

Mileage Reimbursements – Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County office location of the traveler and the event location.

Contract Rental Car Rates (September 1-2015- August 31, 2016) - State of Texas Rates

CAR TYPE	AVIS / BUDGET		ENTERPRISE / NATIONAL	
Compact	\$33.50	\$201.00	\$35.00	\$210.00
Intermediate	\$35.50	\$213.00	\$37.00	\$222.00
Full-Size	\$37.50	\$225.00	\$39.00	\$234.00
Minivan	\$47.50	\$285.00	\$52.00	\$312.00
SUV Mid-Size	\$47.50	\$285.00	\$56.00	\$336.00
SUV Large	n/a	n/a	\$89.00	\$534.00

Contract Rental Car Rates (September 1-2015- August 31, 2016) - Out of State Rates

CAR TYPE	AVIS / BUDGET		ENTERPRISE / NATIONAL	
Compact	\$35.50	\$213.00	\$35.00	\$210.00
Intermediate	\$37.50	\$225.00	\$37.00	\$222.00
Full-Size	\$39.50	\$237.00	\$39.00	\$234.00
Minivan	\$49.50	\$297.00	\$52.00	\$312.00
SUV Mid-Size	\$49.50	\$297.00	\$56.00	\$336.00
SUV Large	n/a	n/a	\$89.00	\$534.00

GSA Reimbursable Hotel Rates for the State of Texas October 2015 – September 2016. All other states are online.

		OCT 15	NOV 15	DEC 15	JAN 16	FEB 16	MAR 16	APR 16	MAY 16	JUN 16	JUL 16	AUG 16	SEP 16
Standard Rate	City/County not listed	89	89	89	89	89	89	89	89	89	89	89	89
Arlington / Fort Worth / Grapevine	Tarrant County / City of Grapevine	149	149	149	149	149	149	149	149	149	149	149	149
Austin	Travis	135	135	135	159	159	159	135	135	135	135	135	135
Bio Springs	Howard	171	171	171	171	171	171	171	1471	171	171	171	171
College Station	Brazos	114	114	114	114	114	114	114	114	114	114	114	114
Corpus Christi	Nueces	105	105	105	105	105	105	105	105	105	105	105	105
Dallas	Dallas	125	125	125	138	138	138	138	138	138	125	125	125
El Paso	El Paso	95	95	95	95	95	95	95	95	95	95	95	95
Galveston	Galveston	99	99	99	99	99	99	99	99	129	129	129	99
Houston	Montgomery / Fort Bend / Harris	131	131	131	131	147	147	147	147	131	131	131	131
Laredo	Webb	99	99	99	99	99	99	99	99	99	99	99	99
McAllen	Hidalgo	93	93	93	93	93	93	93	93	93	93	93	93
Midland	Midland	185	174	174	174	185	185	185	185	185	185	185	185
Pearsall	Frio / Medina / La Salle	119	119	119	119	119	119	142	142	119	119	119	119

[illegible]

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Angel Staffing, Inc.
San Antonio, TX United States

Certificate Number:
2018-361993

Date Filed:
05/31/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County Texas

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

R17-030
Term Contract for Medical Staffing

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gallagher, Kathy	San Antonio, TX United States		X
	Angel Staffing, Inc.	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Angel Staffing, Inc.
San Antonio, TX United States

Certificate Number:
2018-361993

Date Filed:
05/31/2018

Date Acknowledged:
07/24/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

R17-030
Term Contract for Medical Staffing

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gallagher, Kathy	San Antonio, TX United States		X
	Angel Staffing, Inc.	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)