

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**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



Robert E. Hebert, County Judge

Date

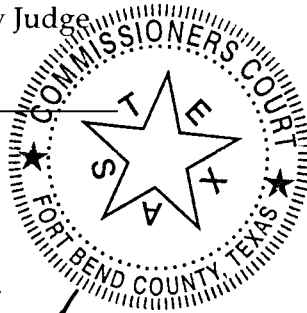
7.24.2018

ATTEST:

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

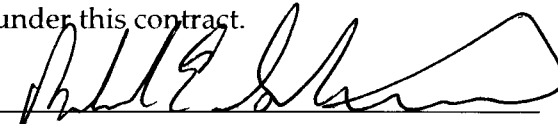
Title

05 July 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
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 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

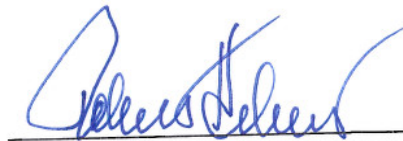
The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

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

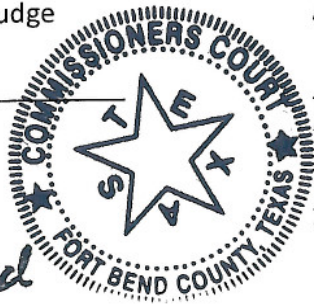
1-10-17

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

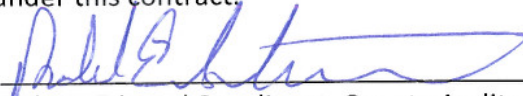
Date

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

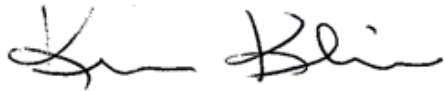
16302 Pleasantville Rd, Suite 211

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
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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.**

Donald L Mooney Enterprises, LLC dba NURSES Etc ST
San Antonio, TX United States

Certificate Number:
2018-361831

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

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 Staff Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Mooney, Donald	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.

Donald L Mooney Enterprises, LLC dba NURSES Etc ST
San Antonio, TX United States

Certificate Number:
2018-361831

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

Date Acknowledged:
07/24/2018

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 Staff Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Mooney, Donald	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)