

INSIGHT GLOBAL, LLC
MASTER SERVICES AGREEMENT FOR STAFFING SERVICES

This Master Services Agreement (“Agreement”) is made between Insight Global, LLC (“Insight Global”) and its client Brazoria County, TX (“Client”). This Agreement is effective as of May 7, 2024.

Insight Global specializes in staffing services. Client, on behalf of itself and its affiliates (who shall be considered part of Client for the purposes of this Agreement), desires to engage Insight Global to provide temporary staffing and permanent placement services, and Insight Global desires to be engaged by Client, all on the terms and conditions of this Agreement. As used herein, the term “Contract Employee” means an Insight Global employee placed with Client, and the term “Candidate” means a candidate identified by Insight Global (either alone or in consultation with Client) for potential permanent placement with Client.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. TERM.

1.1 Term. This Agreement shall commence on the effective date above, and continue for an initial term of three (3) years. Thereafter the Agreement shall automatically renew for additional one (1) year terms, unless terminated by either party as provided herein.

1.2 Termination for Breach. Either party may terminate this Agreement upon notice if the other party materially breaches any term or condition of this Agreement.

1.3 Termination for Convenience. Either party may terminate this Agreement for convenience upon fourteen (14) days’ written notice to the other.

1.4 Effect of Termination. In the event of the expiration or earlier termination of this Agreement, Client will pay Insight Global as provided in this Agreement through the date of termination but shall have no other or further liability to Insight Global, except to the extent Client is or becomes obligated to pay Conversion Fees pursuant to Section 9.1, Placement Fees pursuant to Section 10.1, or to indemnify Insight Global pursuant to Section 11.2.

2. SERVICES.

2.1 Temporary Staffing Services. Insight Global shall provide to Client one or more Contract Employees to perform services as requested by Client from time to time (“Temporary Services”). For each Contract Employee to be placed with Client, the parties shall memorialize in writing the name, standard and overtime hourly billing rates, and starting date for such Contract Employee. A template that may be used for such purpose is attached hereto as Exhibit A, but the parties agree that any other writing, including email, may be used to set forth such terms. Temporary Services may be amended or revised from time to time by Client, and shall conform in all material respects to any performance specifications as required by Client.

The Temporary Services to be performed by Insight Global shall include the following: (a) recruiting, selecting, hiring, employing, and assigning personnel in compliance with applicable laws; (b) compensating personnel and providing the benefits that Insight Global has available; (c) paying or withholding any payroll taxes and insurance premiums and fulfilling any employer’s obligations for unemployment compensation; (d) providing any legally required workers’ compensation benefits and coverage; (e) maintaining personnel and payroll records; (f) making legally required employment law disclosures; and (g) performing human resources administration and non-operational supervision with respect to Contract Employees.

Client shall determine the methods, details, and means of performing the work to be performed by Contract Employees. Insight Global shall have no right to, and shall not, control the manner or determine the method of accomplishing such work. Client also shall be entitled to exercise a broad general power of supervision and control over the results of work performed by Contract Employees to ensure satisfactory performance and acceptable work product. Client will designate a management-level individual to be responsible for overseeing the Contract Employees with respect to the provision of the work being performed by the Contract Employees under this Agreement.

2.2 Permanent Placement Services. As requested by Client from time to time, Insight Global will submit names and qualifications of Candidates to be considered by Client for direct employment by Client or its affiliates ("**Permanent Placement Services**", and together with the Temporary Services, the "**Services**"). Insight Global shall screen qualified Candidates subject to direction by Client. Additional or specific screening requirements may be required by Client at any time. Insight Global shall be entitled to payment from Client upon any Candidate being hired by Client or its affiliates, without regard to the duration of Candidate's employment. For each Candidate to be placed with Client or its affiliates, the parties shall memorialize in writing the name, Annualized Compensation, Placement Fee, and starting date for such Candidate. A template that may be used for such purpose is attached hereto as Exhibit B, but the parties agree that any other writing, including email, may be used to set forth such terms.

2.3 Delegation of Certain Obligations. Client acknowledges that Insight Global may assign or delegate a portion of its rights or duties under this Agreement to an affiliate or other entity to the extent Insight Global deems such affiliate or other entity to be better suited to perform all or any part of the Services (for example, when Services may involve employees working in foreign jurisdictions); provided, however, that Insight Global shall remain responsible for ensuring the proper performance of all of the obligations under this Agreement.

2.4 No Warranty. Client acknowledges and agrees that (a) Insight Global has been retained to provide the Services, namely the recruitment, selection, hiring, employment, and assignment of Contract Employees and the identification and submission of Candidates to perform work at the direction of Client, (b) Insight Global makes no representations or warranties regarding any work product created by a Contract Employee or Candidate, for which Client is solely responsible, (c) Insight Global is not licensed to provide, and the Services hereunder shall not include, the rendering of any professional or expert opinion, advice or service, including but not limited to financial attestation or audit services, legal advice, engineering services, architecture, product design, or medical advice, and (d) to the extent that any Contract Employee or Candidate provided by Insight Global is involved in projects for Client involving such services, Client is providing appropriate supervision and assumes all responsibility for the adequacy of the work performed.

3. PERSONNEL.

3.1 Client Discretion Regarding Contract Employees. Client may interview the Contract Employees whom Insight Global assigns to perform work for Client. Client shall have the right, at any time, to request the removal of any Contract Employee whom Client deems to be unsatisfactory, except to the extent prohibited by applicable law. Upon such request, Insight Global shall use all reasonable efforts to promptly replace such Contract Employee with substitute personnel having appropriate skills and training.

3.2 Background Checks. Insight Global shall conduct a comprehensive criminal background check on each Contract Employee under this Agreement and shall assign only those Contract Employees to perform work for Client whose background check results are satisfactory to Insight Global and Client. Client, at its option, shall have the right to require Insight Global to perform additional background checks. Client and Insight Global shall cooperate in good faith to conduct all such background checks in

accordance with applicable laws. Insight Global shall not be required to perform any background checks that are prohibited by applicable law.

4. INDEPENDENT CONTRACTOR STATUS.

4.1 Independent Contractor Status; No Partnership, Agency, or Exclusivity. Insight Global is an independent contractor of Client. Neither party is, nor shall either party represent itself as, an employee, agent, representative, or partner of the other party. Neither party shall have any right, power, or authority to enter into any agreement for or on behalf of the other party, to incur any obligation or liability, or otherwise bind the other party. This Agreement is not intended to create an association, agency, joint venture, or partnership between the parties, or to impose any partnership liability upon either party, and each party hereby disclaims any such liability. This Agreement is nonexclusive in nature and is not to be construed as establishing an exclusive arrangement between the parties.

4.2 Insight Global Employees. In no event shall any employee, contractor, or agent of Insight Global be considered an employee, contractor, or agent of Client. Insight Global shall have sole responsibility for payment of compensation to the Contract Employees. Insight Global shall pay and report, for all Contract Employees assigned to perform work for Client, all federal, provincial, and state income tax withholding, social security taxes, payroll taxes, and unemployment/employment insurance applicable to such Contract Employees. Insight Global shall bear sole responsibility for any health or disability insurance, retirement benefits or other welfare or pension benefits (if any) that Insight Global provides or is legislatively mandated to provide the Contract Employees, as employees of Insight Global. Insight Global agrees to defend, indemnify, and hold harmless Client, its officers, directors, employees, and agents, and the administrators of their benefit plans from and against any claims, liabilities, or expenses relating to compensation, tax, insurance, or benefit matters that Insight Global provides or is legislatively mandated to provide the Contract Employees.

4.3 Candidates for Permanent Placement. In no event shall any Candidate be considered an employee, contractor or agent of Insight Global. Client shall have sole responsibility for payment of compensation to its personnel, including any Candidate hired by Client. Client shall pay and report, for all Candidates hired by Client, all federal, provincial, and state income tax withholding, social security taxes, payroll taxes and unemployment/employment insurance applicable to such personnel. Client shall bear sole responsibility for any health or disability insurance, retirement benefits or other welfare or pension benefits (if any) that Client provides or is legislatively mandated to provide its employees, as its employees (not including any Contract Employees).

5. INVOICES; TAXES.

5.1 Invoicing and Overtime. For invoices related to Temporary Services, Insight Global will invoice Client on a weekly basis for all hours worked by Contract Employees during the previous week. Overtime will be billed at the rates listed in Exhibit A for hours worked by Contract Employees in excess of thresholds required by applicable law. For invoices related to Permanent Placement Services, Insight Global will invoice Client on a Candidate's first day of employment with Client. Invoices submitted by Insight Global to Client are presumed to be accurate and fully payable on the terms contained therein. If Client objects to any portion of the invoice, Client shall notify Insight Global in writing within ten (10) business days of Client's receipt of invoice.

5.2 Contract Employee Bonuses. In the event Client requests that Insight Global pay a bonus or similar extraordinary payment to a Contract Employee, Insight Global shall invoice Client, and Client shall reimburse Insight Global, for (a) the amount of the bonus or similar extraordinary payment, and (b) for payroll taxes and other similar costs directly associated with such payment (estimated to be approximately fifteen percent (15%)).

5.3 Taxes. In those limited jurisdictions where Services are subject to sales tax, Client will pay to Insight Global applicable sales taxes on fees due under this Agreement. Insight Global agrees and acknowledges that Insight Global will be responsible for remitting any applicable sales taxes. Any applicable sales taxes will be reflected as a separate line item on each invoice.

6. **PAYMENT; DEFAULT**. For invoices related to Temporary Services, Client shall pay to Insight Global the amount set out in each invoice within thirty (30) days of each invoice date. For invoices related to Permanent Placement Services, Client shall pay to Insight Global the amount set out in each invoice within thirty (30) days of each invoice date. Invoices that are more than seven (7) days past due are subject to a late charge of one percent (1%) per month on the amount of the past due balance. Interest will not be compounded on the past due balance. If Client's account is past due and Insight Global has notified Client verbally or in writing of such past due balance, Insight Global may, without advance notice, immediately cease providing any and all further Temporary Services and Permanent Placement Services without any liability to Client for interruption of pending work.

7. **EXPENSES**. Client shall reimburse Insight Global for all ordinary, necessary, and reasonable travel expenses incurred by a Contract Employee while such Contract Employee is performing work on behalf of Client.

8. **RESERVED**

9. **CONVERSION**.

9.1 Conversion. Resumes submitted by Insight Global to Client are confidential and proprietary to Insight Global, and for Client use only except as provided by law (including the Texas Public Information Act and Open Records Decisions). Client agrees that Insight Global is the representative of all Contract Employees on whose behalf Insight Global submits resumes to Client in response to Client requests. If Client or its affiliates hires, employs, or otherwise engages (for example as an independent contractor or through another staffing agency) any Contract Employee performing work for Client under this Agreement under the same role within one hundred eighty (180) days of the end of such Contract Employee's engagement through Insight Global, Client shall pay Insight Global a conversion fee (the "**Conversion Fee**") depending on the length of the Contract Employee's assignment with Client according to the following schedule:

Length on assignment	Conversion Fee percentage
0 – 60 days	25% of Annualized Compensation
61 – 120 days	20% of Annualized Compensation
121 – 180 days	15% of Annualized Compensation
181+ days	0% of Annualized Compensation

9.2 In such circumstances, Insight Global will invoice Client for the Conversion Fee upon the later of the (i) commencement of such Contract Employee's employment or engagement with Client or (ii) the date Insight Global becomes aware of such commencement, and Client shall promptly pay the Conversion Fee to Insight Global. "**Annualized**

Compensation” is defined as annual salary, signing bonus, any guaranteed portion of any annual bonus, vested, in-the-money stock options or similar equity awards, car allowance, severance pay, and any other compensation that is expected to be earned by the Contract Employee during the first twelve (12) months of service with Client, regardless of when or if such compensation is actually paid.

9.3 Early Termination of Contract Employees. Except to the extent set forth in Section 9.1 there are no fees associated with the early termination of Client’s engagement with any Contract Employee.

9.3 No Conversion Fee for Placements Exceeding 180 Days. Notwithstanding anything set forth in Section 9.1, once a Contract Employee has been engaged by Insight Global to perform Services for Client for one hundred eighty (180) days or more, no Conversion Fee shall be payable to Insight Global if Client hires, employs, or otherwise engages such Contract Employee.

9.4 Survival. Section 1.4 and Section 9 shall survive the expiration or early termination of this Agreement.

10. PERMANENT PLACEMENT.

10.1 Permanent Placement Fees. Resumes submitted by Insight Global to Client are confidential and proprietary to Insight Global, and for Client use only. Client agrees that Insight Global is the representative of all Candidates on whose behalf Insight Global submits resumes to Client in response to Client requests. Accordingly, Client agrees that if any Candidate submitted to Client by Insight Global is hired either directly or indirectly by Client or one of its affiliates within one hundred eighty (180) days of receipt of such person’s resume, Client shall pay a placement fee equal to twenty-five percent (25%) of the Candidate’s Annualized Compensation (“**Placement Fee**”).

10.2 Permanent Placement Guarantee. If any Candidate hired by Client is involuntarily terminated for reasons relating to performance or misconduct, or voluntarily resigns employment less than ninety (90) days after the start of employment, Client shall notify Insight Global within five (5) business days. In such event and assuming timely notice to Insight Global by Client, Insight Global will replace the Candidate with no additional Placement Fee. If no replacement Candidate can be found within sixty (60) days of notice to Insight Global, Insight Global will reimburse the Client a portion of the Placement Fee, depending on the length of the Candidate’s employment with Client as follows:

Length of Candidate’s employment with Client	Refund Due
0-30 days	90% of Placement Fee
31-60 days	60% of Placement Fee
61-90 days	30% of Placement Fee

Client shall only be provided a reimbursement or a replacement Candidate if the Candidate’s employment with Client ends within ninety (90) days due to Candidate’s (a) unsatisfactory performance, (b) misconduct, or (c) voluntary resignation. For the avoidance of doubt, the foregoing guarantee shall not apply to any Contract Employee converted by Client pursuant to Section 9.1 above.

11. INDEMNIFICATION; LIMITATION OF LIABILITY.

11.1 Insight Global Indemnity. Insight Global shall defend, indemnify and hold harmless Client and its respective employees, officers, directors and shareholders from and against any claims, actions, losses, costs, liabilities or expenses (including reasonable legal fees and expenses) to the extent arising out of or relating to:

- (a) any allegation that any work product provided pursuant to this Agreement infringes on any patent, copyright, trademark or other proprietary right of a third party,
- (b) any breach by Insight Global, its officers, directors, employees or contractors of their obligations of confidentiality with respect to Client's Confidential Information disclosed pursuant to this Agreement,
- (c) any claim asserted against Client by any current or former employee or other personnel of Insight Global based on Insight Global's failure to perform its obligations as the general employer as set out in Section 2.1, or
- (d) all loss and liability, damage to, destruction of property and the injury to or death of any employee, officer or agent of Client, Insight Global or any third party to the extent that it results from the grossly negligent act or willful misconduct of Insight Global, its employees or personnel.

11.2 Limitation of Liability.

- (a) In no event will either party to this Agreement be liable for incidental, consequential, punitive, indirect or special damages, including, without limitation, interruption or loss of business, profit or goodwill except for claims arising from an intentional tort or gross negligence.
- (b) As a condition for recovery of any liability, the parties must assert any claim under this Agreement within twelve (12) months after discovery or six (6) months after the termination or expiration of this Agreement, whichever is later.
- (c) In no event, except for claims arising from an intentional tort or gross negligence, shall Insight Global's liability to Client exceed (a) for Temporary Services, the fees received by Insight Global from Client during the preceding six (6) month period, or (b) for Permanent Placement Services, the fees received from Client for the placement of the Candidate to whom any claim asserted by Client relates, whether arising from an alleged breach of this Agreement, an alleged tort or any other cause of action.

12. TIME RECORDS. Insight Global's timecard shall be the official time record for the purposes of payment for Temporary Services under Sections 5 and 6 herein. Client agrees that it shall not instruct nor permit any Contract Employee not to record and report on such Contract Employee's timecard all hours worked on by Contract Employee in connection with such engagement.

13. CONFIDENTIAL INFORMATION.

13.1 Description of Confidential Information. During the course of this Agreement, the parties to this Agreement and their respective officers, employees, agents, and personnel may have access to Confidential Information which is not generally known and which is considered proprietary by one or more parties to this Agreement, or to parties affiliated with one or more parties to this Agreement, or their respective customers and suppliers. For purposes of this Agreement: "**Disclosing Party**" means the party to this Agreement that provides any Confidential Information to the other party or any third party; "**Recipient**" means any party to this Agreement that receives any Confidential Information; "**Confidential Information**" means any information disclosed directly or indirectly in writing, orally, by the Recipient's visual inspection or mental impression and/or to which the Recipient may have access during the term of this Agreement that is marked as confidential or proprietary or should be reasonably

understood to be confidential or proprietary to the Disclosing Party, including, but not limited to, information concerning the Disclosing Party's business, services, finances, employees, customer lists, strategic plans, or other marketing and technical information and other unpublished information, as well as any trade secrets (as such term is defined by applicable law).

13.2 Use of Confidential Information. The parties to this Agreement shall maintain, and each party shall obligate its personnel by written agreement to maintain, all Confidential Information in confidence during the term and after termination of this Agreement, not to disclose any Confidential Information to anyone other than those directly involved with the Services, and not to disclose or permit access by any third party to any such Confidential Information, except to the extent disclosure is expressly permitted by the Disclosing Party or any affiliate of the Disclosing Party, and not to use any such Confidential Information except in the performance of the Services pursuant to this Agreement. Recipient shall protect the confidentiality of, and take all reasonable steps to prevent disclosure of, the Confidential Information of Disclosing Party and shall prevent such information from falling into the public domain or the possession of unauthorized persons.

13.3 Standard of Care. Recipient shall protect the Confidential Information from disclosure and/or access by any person other than its employees and agents who have a need to know by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized access, dissemination, publication, or use of the Confidential Information as Recipient uses to protect its own confidential information of a like nature. Recipient undertakes to notify Disclosing Party promptly, in writing, of any unauthorized access, disclosure, or use of the Confidential Information, or any other breach of this Agreement as soon as Recipient becomes aware of such breach and will cooperate with Disclosing Party to regain possession of the Confidential Information and prevent its further unauthorized access, disclosure or use.

13.4 Exclusions. This Agreement imposes no obligation upon Recipient with respect to Confidential Information that: (a) was in Recipient's possession before receipt from Disclosing Party; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; (d) is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party; (e) is independently developed by Recipient; (f) is disclosed under operation of law, including the Texas Public Information Act, except that the Recipient will disclose only such information as is legally required and will provide Disclosing Party prompt notice of the applicable Open Records Decision, subpoena or court order such that Disclosing Party will have the opportunity to seek a protective order; or (g) is disclosed by Recipient with Disclosing Party's prior written approval.

14. **NOTICES.** Any notice or other communication ("**Notice**") required or permitted under this Agreement shall be in writing and either delivered personally or sent by facsimile, overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested.

ON OR BEFORE SEPTEMBER 1, 2020

To Insight Global:
Insight Global, LLC
4170 Ashford Dunwoody Road, Suite 250
Atlanta, GA 30319
Attn: Legal Department
404-257-7900
404-257-1070 (fax)

AFTER SEPTEMBER 1, 2020

To Insight Global:
Insight Global, LLC
1224 Hammond Drive, Suite 1500
Atlanta, GA 30338
Attn: Legal Department
404-257-7900
404-271-1070 (fax)

To Client: Brazoria County
Address
451 North Velasco St. Site 100
Angleton, TX 77515
Attn: Susan Serrano
PO Box: Purchasing Director
979-864-1804
sserrano@brazoriacountytx.gov

15. MISCELLANEOUS

15.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement. There are no warranties, conditions or representations (including any that may be implied by statute) and there are no agreements in connection with such subject matter except as specifically set forth or referred to in this Agreement.

15.2 Waiver, Amendment. Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

15.3 Severability. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. To the extent permitted by applicable law, the parties waive any provision of law which renders any provision of this Agreement invalid or unenforceable in any respect. The parties shall endeavour in good-faith negotiations to replace any provision which is declared invalid or unenforceable with a valid and enforceable provision, the economic effect of which comes as close as possible to that of the invalid or unenforceable provision which it replaces.

15.4 Binding Effect. The expiration or termination of this Agreement or any Exhibit will not destroy or diminish the binding force and effect of any of the provisions of this Agreement or any Exhibit that expressly, or by reasonable implication, come into or continue in effect on or after such expiration or termination, including, without limitation, provisions relating to payment of fees and expenses (including witness fees and expenses and liquidated damage fees), governing law, limitation of liability and indemnity.

15.5 Force Majeure. Neither party will be liable for any delay or failure to perform under this Agreement (other than with respect to payment obligations) to the extent such delay or failure is a result of an act of God, war, earthquake, civil disobedience, court order, labor dispute, or other cause beyond such party's reasonable control.

15.6 Further Assurances. A party shall, upon request of the other party, execute and deliver or cause to be executed and delivered, all such documents, deeds, and other instruments of further assurance and do or cause to be done all such acts and things as may be reasonably necessary or advisable to implement and give full effect to the provision of this Agreement.

15.7 Successors and Assignees. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party.

15.8 Flow Downs for Clients Supporting Government Programs. Client agrees that it is Client's responsibility to notify Insight Global in this Agreement of (a) any prevailing wage or other wage requirements, including but not limited to FAR 52.222-41 Service Contract Labor Standards ("SCA") or FAR 52.222-6 Construction Wage Requirements ("Davis Bacon"); (b) the appropriate wage determination/ requirement and labor category, if SCA and/ or Davis Bacon is included in the prime contract; (c) security clearances; and (d) any other terms from the prime contract that are applicable to the services Insight Global and/or Insight Global personnel will be providing under this Agreement ("Flow Downs"). In the event it is determined that any Flow Downs have been or are applicable to any services under this Agreement and Client failed to notify Insight Global, Client agrees to indemnify and hold harmless Insight Global for any such costs, losses, or damages which Insight Global may suffer or incur as a result of any error related to such failure and in connection with complying with the Flow Downs.

15.9 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws provisions.

The following federal requirements are included due to federal law:

I. Remedies (Applicable to contracts of \$150,000.00 or more):

"If the bidder/vendor fails to comply with the terms and conditions of this Agreement, Brazoria County may take one or more of the following actions, as appropriate to the circumstance:

- (a) Temporarily withhold payments pending the bidder/vendor commencing in good-faith corrective action to cure the deficiency;
- (b) Permanently withhold payments; and/or
- (c) Take any and all other remedies that may be legally available.

II. Access to Records and Record Retention

The contractor agrees to provide Brazoria County, the FEMA or applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The contractor agrees to provide FEMA Administrator or his authorized representatives or applicable Federal Administrator access to construction or other work sites pertaining to the work being completed under the contract.

III. Debarment and Suspension

(1) The contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by Brazoria County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Texas Department of Emergency Management and Brazoria County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

IV. Procurement of Recovered Materials:

1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www3.epa.gov/epawaste/consERVE/tools/cpg/index.htm>

The list of EPA-designate items is available at

<http://www3.epa.gov/epawaste/consERVE/tools/cpg/products/index.htm>

V. DHS Seal

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval."

VI. Compliance with Federal Law, Regulations, and Executive Orders

"This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA, policies, procedures, and directives."

VII. No Obligation by Federal Government

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

VIII. Program Fraud and False or Fraudulent Statements or Related Act

"The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

IX. Clean Air Act (Applicable to contracts of \$150,000 or more)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to Brazoria County and understands and agrees that Brazoria County will, in turn, report each violation as required to assure notification to the applicable federal program Administrator, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the applicable federal program Administrator.

X. Federal Water Pollution Control Act (Applicable to contracts of \$150,000 or more)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to Brazoria County and understands and agrees that Brazoria County will, in turn, report each violation as required to assure notification to Brazoria County and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the applicable federal program Administrator."

XI. Byrd Anti-Lobbying Amendment (Applicable to contracts of \$100,000 or more)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer of employee of Congress, or an employee of a member of Congress in connection with obtaining and Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

The undersigned certifies, to the best of his or her knowledge, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civic penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclose, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

XIV. Energy Efficiency

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201)

[Remainder of page intentionally left blank.]

The parties hereto have caused this Master Services Agreement to be executed by their duly authorized representatives as of the Effective Date.

INSIGHT GLOBAL, LLC

CLIENT

Signature

Signature

Print Name

Print Name

Title

Title

**EXHIBIT A – Temporary Services
To Master Services Agreement for Staffing Services**

This Exhibit A to the Master Services Agreement (“Agreement”) between Insight Global and Client, will be governed by, and is an integral part of, the Agreement.

In the event of any conflict between this Exhibit A and the Agreement, the terms and conditions of the Agreement will govern and prevail.

Name of Client:

Name of Contract Employee:

Description of Work to Be Performed by Contact Employee:

Standard Billing Rate: \$

Overtime Billing Rate: \$

Scheduled Start Date:

Invoices shall be submitted to:

INSIGHT GLOBAL, LLC

CLIENT

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

**EXHIBIT B – Permanent Placement Services
To Master Services Agreement for Staffing Services**

This Exhibit B to the Master Services Agreement (“**Agreement**”) between Insight Global and Client, will be governed by, and is an integral part of, the Agreement.

In the event of any conflict between this Exhibit B and the Agreement, the terms and conditions of the Agreement will govern and prevail.

Name of Client:

Name of Candidate:

Job Title:

Annualized Compensation¹: \$

Placement Fee (See Section 10.1 of the Agreement): \$

Scheduled Start Date:

Invoices shall be submitted to:

PO:

Attention:

Email:

Invoice Special Instructions:

INSIGHT GLOBAL, LLC

CLIENT

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

**EXHIBIT A – Temporary Services (Federal)
To Master Services Agreement for Staffing Services**

This Exhibit A to the Master Services Agreement (“**Agreement**”) between Insight Global and Client, will be governed by, and is an integral part of, the Agreement.

In the event of any conflict between this Exhibit A and the Agreement, the terms and conditions of the Agreement will govern and prevail.

Name of End Client:

Federal End Client (Dept.):

Federal Agency:

Federal Command/Division:

Program Name:

Prime Contract Number:

Prime Contract Task Order:

Name of Contract Employee:

Description of Work to Be Performed by Contact Employee:

Standard Billing Rate:

Overtime Billing Rate:

Scheduled Start Date:

Scheduled End Date:

Contract Employee shall perform commercial services as defined by FAR 2.101. The only FAR clauses relevant to this effort shall apply to commercial services, FAR Part 12.

Is FAR 52.222-6, Construction Wage Rate Requirements included in the Prime Contract? Yes No

If Yes, please provide the official wage determination and labor category.

Is FAR 52.222-41, Service Contract Labor Standards included in the Prime Contract? Yes No

If Yes, and the work qualifies as non-exempt in accordance with the Fair Labor Standards Act, please provide the following:

Wage Determination Number:

Occupation Code:

Labor Category:

EXHIBIT A-1 – PRIME CONTRACT FLOW DOWNS

To Master Services Agreement for Staffing Services

[CLIENT SHALL INSERT ALL APPLICABLE FLOW DOWNS WITHIN THIS EXHIBIT A-1]

By not providing Flow Downs within this Exhibit A-1, Client is certifying that all applicable Flow Downs are detailed within Exhibit A.

BUSINESS ASSOCIATE TERMS AND CONDITIONS

(a) *Definitions.* As used in this clause generally refer to the Code of Federal Regulations (CFR) definition.

Individual has the same meaning as the term "individual" in 45 CFR 164.501 and 164.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

Protected Health Information has the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Receiving Party from or on behalf of the Covered Entity.

Electronic Protected Health Information has the same meaning as the term "electronic protected health information" in 45 CFR 160.103.

Required by Law has the same meaning as the term "required by law" in 45 CFR 164.501 and 164.103.

Secretary means the Secretary of the Department of Health and Human Services or his/her designee.

Security Rule means the Health Insurance Reform: Security Standards at 45 CFR part 160, 162 and part 164, subpart C.

Terms used, but not otherwise defined, in this Clause shall have the same meaning as those terms in 45 CFR 160.103, 160.502, 164.103, 164.304, and 164.501.

(b) The Receiving Party shall not use or further disclose Protected Health Information other than as permitted or required by the Agreement, these Terms and Conditions, or as Required by Law.

(c) The Receiving Party shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Agreement or these Terms and Conditions.

(d) The Receiving Party shall use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits in the execution of the Agreement.

(e) The Receiving Party shall inform BRAZORIA COUNTY and, at BRAZORIA COUNTY's request, take action to mitigate, to the extent practicable or to such lesser extent as may specifically be directed by BRAZORIA COUNTY or the Covered Entity, any harmful effect that is known to Receiving Party of a use or disclosure of Protected Health Information in violation of the requirements of this Clause. Receiving Party's efforts under this paragraph shall be at Receiving Party's own expense.

(f) The Receiving Party shall report to BRAZORIA COUNTY and the Covered Entity any security incident involving protected health information of which it becomes aware.

(g) The Receiving Party shall report to BRAZORIA COUNTY and the Covered Entity within 24 hours any use or disclosure of the Protected Health Information not provided for by the Agreement or these Terms and Conditions of which Receiving Party becomes aware.

(h) The Receiving Party shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Receiving Party on behalf of BRAZORIA COUNTY or the Covered Entity agrees to the same restrictions and conditions that apply through these Terms and Conditions to Receiving Party with respect to such information.

(i) The Receiving Party shall provide access, at the request of BRAZORIA COUNTY or the Covered Entity, in the time and manner reasonably designated by BRAZORIA COUNTY or the Covered Entity to Protected Health Information in a Designated Record Set, to the Covered Entity or, as directed by BRAZORIA COUNTY or the Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

(j) The Receiving Party shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an Individual, in the time and manner reasonably designated by BRAZORIA COUNTY or the Covered Entity.

(k) The Receiving Party shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Receiving Party on behalf of, the Covered Entity, available to BRAZORIA COUNTY, the Covered Entity, or at the request of the Covered Entity to the Secretary, in the time and manner reasonably designated by the Covered Entity or the Secretary, for purposes of assisting the Secretary to determine the Covered Entity's compliance with the Privacy Rule and Security Rule.

(l) To the extent that Receiving Party discloses Protected Health Information in a Designated Record Set, Receiving Party shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for BRAZORIA COUNTY or the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, as amended by Section 13405 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (Feb. 17, 2009) and any implementing regulations promulgated thereunder.

(m) Receiving Party shall provide to BRAZORIA COUNTY or the Covered Entity or an Individual, in time and manner reasonably designated by BRAZORIA COUNTY or the Covered Entity, information collected in accordance with these Terms and Conditions, to permit BRAZORIA COUNTY or the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, as amended.

General Use and Disclosure Provisions

Except as otherwise limited in this Clause, Receiving Party may use or disclose Protected Health Information on behalf of, or to provide services to, BRAZORIA COUNTY or the Covered Entity for treatment, payment, or healthcare operations purposes, in accordance with the specific use and disclosure provisions below, if such use or disclosure of Protected Health Information would not violate the Privacy Rule or the Security Rule if done by the Covered Entity.

Specific Use and Disclosure Provisions

(a) Except as otherwise limited in this Clause, Receiving Party may use Protected Health Information (i) for the proper management and administration of BRAZORIA COUNTY; (ii) to provide Data Aggregation services to the Government as permitted by 45 CFR 164.504(e)(2)(i)(B); or (iii) to carry out the legal responsibilities of Receiving Party or BRAZORIA COUNTY.

(b) Except as otherwise limited in the Agreement or these Terms and Conditions, Receiving Party may disclose Protected Health Information for the proper management and administration of BRAZORIA COUNTY, provided that disclosures are Required by Law, or Receiving Party obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Receiving Party of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Receiving Party may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

Termination

(a) Termination. If so required by the Covered Entity, a breach by Receiving Party of this clause, may subject Receiving Party to termination under any applicable default or termination provision of the Master Service Agreement .

(b) Effect of Termination.

Upon termination of this Agreement, for any reason, Receiving Party shall return or destroy all Protected Health Information received from BRAZORIA COUNTY or the Covered Entity, or created or received by Receiving Party on behalf of BRAZORIA COUNTY or the Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Receiving Party. The Receiving Party shall retain no copies of the Protected Health Information. In the event that Receiving Party determines that returning or destroying the Protected Health Information is infeasible, Receiving Party shall provide to BRAZORIA COUNTY and the Covered Entity notification of the conditions that

make return or destruction infeasible. Upon mutual agreement of Receiving Party and the Covered Entity or BRAZORIA COUNTY that return or destruction of Protected Health Information is infeasible, Receiving Party shall extend the protections of these Terms and Conditions to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Receiving Party maintains such Protected Health Information.

Miscellaneous

(a) Regulatory References. A reference in these terms and conditions to a section in the Privacy Rule or Security Rule means the section as in effect or as amended, and for which compliance is required.

(b) Survival. The respective rights and obligations of Receiving Party under the "Effect of Termination" provision of these terms and conditions shall survive the termination of the Agreement.

(c) Interpretation. Any ambiguity in these terms and conditions shall be resolved in favor of a meaning that permits the Covered Entity to comply with HIPAA, the Privacy Rule, and/or the Security Rule, as applicable.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

INSIGHT GLOBAL, LLC

CLIENT

Signature

Signature

Print Name

Print Name

Title

Title

