## H-GACBUY COOPERATIVE PURCHASING ROBERT HALF INTERNATIONAL, INC. AMENDMENT ONE-PARENT ID #6943

#### I. PURPOSE

This document serves as **amendment one** (1) to contract #6943 between H-GAC and Robert Half International, Inc. This amendment clarifies the following language in the General and Special Provisions:

(a) Article 4- Independent Contractor of the General Provisions is amended to replace the second to the last sentence of the Article with the following language:

Employees of CONTRACTOR are subject to the exclusive control over the employment relationship and human resource supervision by CONTRACTOR.

#### (b) Article 3-Most Favored Customer Clause of the Special Provisions is amended to read as follows:

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that routinely provides pricing more favorable than those provided to H-GAC hereunder, CONTRACTOR shall notify H-GAC within ten (10) business days. This Contract between H-GAC and CONTRACTOR shall be automatically amended, effective the date of notification.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. The Parties accept the following definition of agreement: A contractual document that applies to more than one staffing assignment and contains defined pricing rates."

If CONTRACTOR claims that a more favorable price, warranty, benefit, or term that was charged or offered to another governmental entity in the State of Texas during the term of this Agreement, does not constitute more favorable treatment, than CONTRACTOR shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of CONTRACTOR's written explanation, may decline to accept such explanation and thereupon this Agreement between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

#### (c) Attachment A, Form D1, section 7 is revised to read as follows:

OfficeTeam Only

Length of Assignment Fee

0-160 hours 25% of annual starting salary 161-320 hours 20% of annual starting salary 321 - 480 hours 481 - 640 hours 10% of annual starting salary 10% of annual starting salary

641+ hours No Fee

Robert Half Technology, Accountemps, The Creative Group, Robert Half Legal

Length of Assignment Fee

0 - 240 hours 25% of annual starting salary 241 - 480 hours 20% of annual starting salary 481 - 720 hours 15% of annual starting salary 721 - 960 hours 10% of annual starting salary No Fee

Robert Half Management Resources (Non-SPS)

Length of Assignment Fee 0 - 1,560 hours Case-by-case 1,561+ hours No Fee All other General and Special Provision language agreed upon in contract #6943 remain, and no other changes to the contract documents other than those detailed above are made through execution of this amendment. These changes to the contract provisions are only applicable to this contract effort #6943.

### II. REVIEW AND APPROVAL

This amendment requires the review and approval of the H-GAC Executive Director

# III. SIGNATURES

for the Houston-Galveston Area Council	for Robert Half International, Inc.
DocuSigned by:  82EC270D5D61423	DocuSigned by:  Acattivica Ulmschneider  7770EDBD461948E
Charles Wemple, Executive Director	Mathieu Ulmschneider-VP Strategic Accounts
Date:	Date:8/17/2021