

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SECOND AMENDMENT TO
INMATE HEALTH SERVICES AGREEMENT
PURSUANT TO RFP 17-065**

THIS **SECOND AMENDMENT** is made and entered into is entered into by and between Fort Bend County, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and **WELLPATH LLC**, (hereinafter “Contractor”) a company authorized to conduct business in the State of Texas.

W I T N E S S E T H

WHEREAS, County and Contractor executed the **AGREEMENT FOR INMATE MEDICAL SERVICES** on or about **OCTOBER 24, 2017**, which was renewed and amended on or about **OCTOBER 1, 2019** .(hereinafter the “Agreement”) all prior documents being incorporated by reference as if set forth herein verbatim. County and Contractor desire to amend said Agreement as set forth below:

- A. Term: As allowed by Section 6.1 of the Agreement, the Parties have agreed to renew the Agreement effective October 1, 2020 through September 30, 2021 under the same terms and conditions except as noted in this Second Amendment.
- B. Base Compensation: For services provided from October 1, 2020 through September 30, 2021, County shall pay Contractor the base price sum of \$463,354.00 per month includes both an operating budget and management fee to be paid to Contractor as proposed in Attachment 1 of Exhibit A, as an update and replacement of Exhibit E to the Agreement for the 2020-21 service year. County shall also pay Contractor for actual offsite medical cost approved in advance by the Sheriff, with no additional fee added to offsite costs by Contractor.
- C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- D. If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
- E. Certain State Law Requirements for Contracts: The contents of this Section are required by Texas Law and are included by County regardless of content.

1. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
2. Texas Government Code Section 2251.152 Acknowledgment: 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.

F. Human Trafficking. BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS

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 date signed by County.

FORT BEND COUNTY:

CONTRACTOR:

 KP George
 County Judge

 Signature

 Printed Name and Title

 Date

 Date

Attest:

 Laura Richard, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of _____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert E. Sturdivant, County Auditor

Exhibit E: 2020-2021 Revised Budget

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Exhibit E: 2020-2021 Revised Budget



2020 – 2021 Revised Budget

	800	800	800	800	800	800	800	800	800	800	800	800	800
	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Total
Salaries/Wages/Benefits	\$270,006	\$270,006	\$270,006	\$270,006	\$270,006	\$270,006	\$270,006	\$270,006	\$270,006	\$270,006	\$270,006	\$270,006	\$3,240,072
Professional Fees	\$25,591	\$25,591	\$25,591	\$25,591	\$25,591	\$25,591	\$25,591	\$25,591	\$25,591	\$25,591	\$25,591	\$25,591	\$307,086
Pharmaceuticals	\$31,160	\$31,160	\$31,160	\$31,160	\$31,160	\$31,160	\$31,160	\$31,160	\$31,160	\$31,160	\$31,160	\$31,160	\$373,920
Transition Medications	\$3,308	\$3,308	\$3,308	\$3,308	\$3,308	\$3,308	\$3,308	\$3,308	\$3,308	\$3,308	\$3,308	\$3,308	\$39,696
Off-Site	\$47,322	\$47,322	\$47,322	\$47,322	\$47,322	\$47,322	\$47,322	\$47,322	\$47,322	\$47,322	\$47,322	\$47,322	\$567,868
Laboratory/Other On-Site	\$15,966	\$15,966	\$15,966	\$15,966	\$15,966	\$15,966	\$15,966	\$15,966	\$15,966	\$15,966	\$15,966	\$15,966	\$191,592
Medical Supplies	\$3,072	\$3,072	\$3,072	\$3,072	\$3,072	\$3,072	\$3,072	\$3,072	\$3,072	\$3,072	\$3,072	\$3,072	\$36,864
Insurance	\$11,851	\$11,851	\$11,851	\$11,851	\$11,851	\$11,851	\$11,851	\$11,851	\$11,851	\$11,851	\$11,851	\$11,851	\$142,212
Administrative Supplies & Costs	\$3,083	\$3,083	\$3,083	\$3,083	\$3,083	\$3,083	\$3,083	\$3,083	\$3,083	\$3,083	\$3,083	\$3,083	\$36,996
Equipment / Other Facility	\$1,451	\$1,451	\$1,451	\$1,451	\$1,451	\$1,451	\$1,451	\$1,451	\$1,451	\$1,451	\$1,451	\$1,451	\$17,416
Travel/Site Visits	\$1,221	\$1,221	\$1,221	\$1,221	\$1,221	\$1,221	\$1,221	\$1,221	\$1,221	\$1,221	\$1,221	\$1,221	\$14,653
Civil Commitment Center Fee	\$2,426	\$2,426	\$2,426	\$2,426	\$2,426	\$2,426	\$2,426	\$2,426	\$2,426	\$2,426	\$2,426	\$2,426	\$29,112
DIRECT EXPENSE	\$416,457	\$416,457	\$416,457	\$416,457	\$416,457	\$416,457	\$416,457	\$416,457	\$416,457	\$416,457	\$416,457	\$416,457	\$4,997,487
Management Fee	\$46,897	\$46,897	\$46,897	\$46,897	\$46,897	\$46,897	\$46,897	\$46,897	\$46,897	\$46,897	\$46,897	\$46,897	\$562,764
TOTAL EXPENSE	\$463,354	\$463,354	\$463,354	\$463,354	\$463,354	\$463,354	\$463,354	\$463,354	\$463,354	\$463,354	\$463,354	\$463,354	\$5,560,251

