

§

\$181,000.00	under the Agreement
\$45,250.00	under the First Amendment
\$200,900.00	under the Second Amendment
\$148,400.00	under the Second Amendment
\$25,000.00	under this Third Amendment

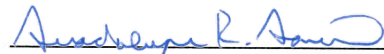
3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without written agreement executed by both parties.
4. The parties agree the terms and conditions of the Agreement have remained in effect to date and are hereby extended to end no later than one year after the date that all parties have signed and executed the Agreement.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY

WHITLEY PENN, LLP

KP George, County Judge



Authorized Agent – Signature

Date

Guadalupe R. Garcia

Authorized Agent – Printed Name

Partner

Title

October 18, 2021

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 Ed Sturdivant, County Auditor

Exhibit F: Engagement Letter dated September 22, 2021

Exhibit F:

Engagement Letter dated September 22, 2021

September 22, 2021

Fort Bend County
Ed Sturdivant
County Auditor
301 Jackson Street
Richmond, Texas 77469

Dear Mr. Sturdivant:

This letter sets forth our understanding for applying agreed-upon procedures to medical billings from Wellpath, LLC to Fort Bend County (the "County") for the period from July 1, 2020 through June 30, 2021.

This engagement is solely for the purpose of reporting our findings in regards to the results of the procedures performed as compared to the valuation performed by management. The procedures we will perform have been agreed to by the specified parties to this engagement listed as follows: County Auditor of Fort Bend County. The attached schedule lists the procedures to be performed.

We will conduct our engagement in accordance with the attestation standards for agreed-upon procedures engagements of the American Institute of Certified Public Accountants. We are responsible for carrying out the procedures and reporting findings in accordance with these standards. The sufficiency of these procedures is solely the responsibility of the specified parties. Consequently, we make no representation as to the sufficiency of these procedures for the purposes of the specified parties or for any other purpose.

The agreed-upon procedures to be performed do not constitute an examination or review of the subject matter. Accordingly, we will not express an opinion or conclusion on the subject matter. If we did perform additional procedures, other matters might come to our attention that would be reported to you.

Our report will list the procedures performed and our findings. Our report will be addressed to the County Auditor of Fort Bend County and will be intended for use by and restricted to the use of the specified parties as identified above. Our report will contain such restricted-use language.

Should we have any reservations with respect to the subject matter, we will discuss them with you before the report is issued.

We have no responsibility to update our report for events and circumstances occurring after the date of our report.

As part of our engagement, we will request from management written confirmation concerning representations made to us in connection with the agreed-upon procedures.

During the course of the engagement, we may communicate with you or with your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

In the course of our services, our firm may transmit confidential information that you provided us to third parties in order to facilitate our services. As applicable, we require confidentiality agreements with all our service providers to maintain the confidentiality of your information and, additionally, the firm will take reasonable precautions to determine that our service providers have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain ultimately responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Josh Agren is the engagement partner for the services specified in this letter. His responsibilities include supervising Whitley Penn LLP's ("Whitley Penn") services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the agreed-upon procedures report.

Our fee for the services will be based on the amount of time required and the difficulty of the work involved, and we estimate to be approximately \$25,000. If we approach the estimate and further work is expected, we will provide a preliminary report and recommend additional steps. Our work will be billed at the following hourly rates as provided in our response to FBC RFP 20-083: Partner – \$345, Senior Manager – \$220, Senior Associate – \$195, Associate – \$185. The County will also be billed for travel and other out-of-pocket costs such as report production, word processing, postage, etc. The fee estimate is based on anticipated cooperation from the County's personnel and the assumption that unexpected circumstances will not be encountered. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation, and payment is due in Tarrant County. You agree to pay reasonable attorney fees and collection costs incurred relating to collection of fees for services performed under the terms of this engagement. In accordance with Whitley Penn policy, work may be suspended if your account becomes 30 days or more past due and will not resume until your account is paid in full. In addition, invoices not paid in full by the last day of the month will be assessed interest at a rate of one percent per month. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been complete even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

The ethics of our profession prohibit the rendering of professional services where the fee for such services is contingent, or has the appearance of being contingent, upon the results of such services. Accordingly, it is important that our bills be paid promptly when received. If a situation arises in which it may appear that our independence would be questioned because of significant unpaid bills, we may be prohibited from issuing our report.

In the unlikely event that differences concerning our services or fees should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense of both parties, the County and Whitley Penn agree not to demand a trial by jury in any action, proceeding, or counterclaim arising out of or relating to our services and fees for this engagement. Any controversy, dispute, or questions arising out of or in connection with this agreement or our engagement shall be determined by arbitration conducted in accordance with the rules of the American Arbitration Association, and any decision rendered by the American Arbitration Association shall be binding on both parties to this agreement. The costs of any arbitration shall be borne equally by the parties. Any and all claims in arbitration relating to or arising out of this contract/agreement shall be governed by the laws of the State of Texas and to the extent any issue regarding the arbitration is submitted to a court, including the appointment of arbitrators or confirmation of an award, the District courts in Tarrant County shall have exclusive jurisdiction. Any action arising out of this agreement or the services provided shall be initiated within two years of the service provided.

This letter replaces and supersedes any previous proposals, correspondence, and understanding, whether written or oral. The agreements contained in this engagement letter shall survive the completion or termination of this engagement.

The documentation for this engagement is the property of Whitley Penn and constitutes confidential information. However, we may be requested to make certain documentation available to various regulators pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such documentation will be provided under the supervision of Whitley Penn's personnel. Furthermore, upon request, we may provide copies of selected documentation to the applicable regulator. The regulator may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

To ensure that Whitley Penn's independence is not impaired under the American Institute of Certified Public Accountants' *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Please sign and return this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement including our respective responsibilities. If you have any questions, please let us know.

Mr. Sturdivant
Fort Bend County

September 22, 2021
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We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Respectfully,

Whitley Penn LLP

RESPONSE:

This letter correctly sets forth our understanding.

Fort Bend County

Acknowledged and agreed on behalf of Fort Bend County by:

Signature: _____

Title: _____

Date: _____

Schedule A

1. Interview personnel on procedures for referring and providing medical care.
2. Obtain detail of medical billings.
3. Analyze increase in medical billings.
4. Identify and isolate large or unusual charges and investigate.
5. Report findings.