

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

THIS **THIRD 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** and **SEPTEMBER 22, 2020** (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, 2021 through September 30, 2022, under the same terms and conditions except as noted in this Third Amendment.

- B. Base Compensation: For services provided from October 1, 2021 through September 30, 2022, County shall pay Contractor the base price sum of \$6,290,783.00 for the term which includes both an operating budget and management fee to be paid to Contractor as proposed in Attachment 1 of Exhibit A (“Revised Budget”), as an update and replacement of Exhibit E to the Agreement for the 2021-22 service year. The Revised Budget is based on an ADP of eight hundred (800) inmates. 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. Contractor’s authorized physician will make such determination and refer patients for off-site care when, in the physician’s professional opinion, it is deemed medically necessary. Contractor’s authorized personnel will make a recommendation and obtain approval from the Sheriff’s office for Offsite Services prior to making arrangements for such services.

- C. **AMENDMENT TO MENTAL HEALTH SERVICES.** In addition to the mental health services specified in subsection 31.3.5 of Exhibit A of the Agreement, Contractor shall provide additional psychiatry services for the completion of secondary evaluations for forced medications pursuant to Texas Health and Safety Code §

576.106, Texas Code of Criminal Procedure Article 46B.086, and/or as required by law. In addition to the base compensation, the County shall pay Contractor a monthly retainer fee of \$675.00 for these additional psychiatry services, which shall include up to one evaluation per month. For each additional evaluation in a calendar month, the County shall pay Contractor \$400.00. In the event that Contractor or the applicable psychiatrist are required to provide court testimony, the County shall pay Contractor \$600.00 per appearance. Contractor shall invoice the County on a monthly basis for the prior month's evaluation services separately from the base compensation.

- D. AMENDMENT TO EXHIBIT B. The Agreement shall be amended by striking the staffing matrix provided on page 9 of Exhibit B, Contractor's Response to RFP 17-065, and replacing it with the staffing matrix attached hereto as Exhibit B-1, Staffing Matrix, hereby incorporated by reference to the Agreement.

E. IN FURTHER CONSIDERATION FOR THIS AGREEMENT, CONTRACTOR AGREES TO AND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS FORT BEND COUNTY, (AND ALL OF ITS CURRENT AND/OR FORMER AGENTS, REPRESENTATIVES, SERVANTS AND/OR EMPLOYEES) FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, INJURIES, DEATH, LIABILITIES, DEMANDS, DEBTS, DAMAGES, AND/OR EXPENSES, (INCLUDING REASONABLE ATTORNEY'S FEES AND LITIGATION COSTS), ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE ACTIVITIES RELATING TO THIS AGREEMENT, OR ANY ERRORS OR OMISSIONS IN ANY WAY CONNECTED WITH THE ACTIVITIES RELATING TO THIS AGREEMENT, ALLEGED TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY CONTRACTOR AND/OR ITS CURRENT AND/OR FORMER AGENTS, REPRESENTATIVES, SERVANTS OR EMPLOYEES. HOWEVER, THIS INDEMNITY SHALL NOT EXTEND TO THE NEGLIGENT OR INTENTIONAL CONDUCT OF FORT BEND COUNTY (AND ALL OF ITS CURRENT AND/OR FORMER EMPLOYEES, AGENTS, REPRESENTATIVES, AND/OR SERVANTS).

- F. 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.
- G. 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.
- H. DEFINITIONS. Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.
- I. SEVERABILITY. If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
- J. REMAINING PROVISIONS. The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.
- K. CONFLICT. If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.

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:

WELLPATH LLC:



KP George
County Judge

Signature

Cindy P. Watson, Local Government President

Printed Name and Title

December 2, 2021

Date

Date

Attest:

Laura Richard, County Clerk

i:\agreements\2022 agreements\sheriff\Contractor\well path 3rd amendment 9.22.21 mlt.docx 10.01.21 11.8.21

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 B-1: STAFFING MATRIX

EXHIBIT E: REVISED BUDGET

**EXHIBIT B-1
STAFFING MATRIX**

Fort Bend Coutny, TX									
Title	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
DAY SHIFT									
H.S.A. (RN)	8	8	8	8	8			40	1
Administrative Assistant	8	8	8	8	8			40	1
Medical Director*	2	2	2	2	2			10	0.25
NP*	8	8	8	8	8	8	8	56	1.4
DON	8	8	8	8	8			40	1
RN	12	12	12	12	12	12	12	84	2.1
LVN	44	44	44	44	44	44	44	308	7.7
LVN (Transport Nurse)	8	8	8	8	8			40	1
LVN Pharmacy Manager	8	8	8	8	8			40	1
CMA	4	4	4	4	4	8	8	36	0.9
Medical Records Clerk	8	8	8	8	8			40	1
Dentist	7		7	5.2	6			25.2	0.63
Dental Assistant	8		8	7.2	7			30.2	0.755
MHP	20	20	20	20	20	12	12	124	3.1
Mental Health Coordinator	8	8	8	8	8			40	1
Discharge Case Manager	8	8	8	8	8			40	1
Psychiatrist	4	4	4	4	4			20	0.5
TOTAL HOURS/FTE-Day								1013.4	25.335
NIGHT SHIFT									
RN	12	12	12	12	12	12	12	84	2.1
LVN	36	36	36	36	36	36	36	252	6.3
MHP	20	20	20	20	20	12	12	124	3.1
CMA	8	8	8	8	8	8	8	56	1.4
TOTAL HOURS/FTE-Night								516	12.9
TOTAL								1529	38.235

*May substitute one hour of physician time for two hours of mid-level practitioner time, or two hours of mid-level practitioner time for one hour of physician time, as necessary and with client approval.

**EXHIBIT A
ATTACHMENT 1
REVISED BUDGET
BUDGET BASED ON ADP OF 800 INMATES**

	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Total
Salaries/Wages/Benefits	\$280,060	\$280,060	\$280,060	\$280,060	\$280,060	\$280,060	\$280,060	\$280,060	\$280,060	\$280,060	\$280,060	\$280,060	\$3,360,715
Professional Fees	\$26,665	\$26,665	\$26,665	\$26,665	\$26,665	\$26,665	\$26,665	\$26,665	\$26,665	\$26,665	\$26,665	\$26,665	\$319,984
Pharmaceuticals	\$55,160	\$55,160	\$55,160	\$55,160	\$55,160	\$55,160	\$55,160	\$55,160	\$55,160	\$55,160	\$55,160	\$55,160	\$661,920
Transition Medications	\$3,496	\$3,496	\$3,496	\$3,496	\$3,496	\$3,496	\$3,496	\$3,496	\$3,496	\$3,496	\$3,496	\$3,496	\$41,952
Off-Site	\$48,368	\$48,368	\$48,368	\$48,368	\$48,368	\$48,368	\$48,368	\$48,368	\$48,368	\$48,368	\$48,368	\$48,368	\$580,412
Laboratory/Other On-Site	\$24,784	\$24,784	\$24,784	\$24,784	\$24,784	\$24,784	\$24,784	\$24,784	\$24,784	\$24,784	\$24,784	\$24,784	\$297,414
Medical Supplies	\$1,927	\$1,927	\$1,927	\$1,927	\$1,927	\$1,927	\$1,927	\$1,927	\$1,927	\$1,927	\$1,927	\$1,927	\$23,125
Insurance	\$14,271	\$14,271	\$14,271	\$14,271	\$14,271	\$14,271	\$14,271	\$14,271	\$14,271	\$14,271	\$14,271	\$14,271	\$171,250
Administrative Supplies & Costs	\$2,756	\$2,756	\$2,756	\$2,756	\$2,756	\$2,756	\$2,756	\$2,756	\$2,756	\$2,756	\$2,756	\$2,756	\$33,072
Equipment / Other Facility	\$972	\$972	\$972	\$972	\$972	\$972	\$972	\$972	\$972	\$972	\$972	\$972	\$11,662
Travel/Site Visits	\$371	\$371	\$371	\$371	\$371	\$371	\$371	\$371	\$371	\$371	\$371	\$371	\$4,457
Civil Commitment Center Fee	\$2,494	\$2,494	\$2,494	\$2,494	\$2,494	\$2,494	\$2,494	\$2,494	\$2,494	\$2,494	\$2,494	\$2,494	\$29,927
DIRECT EXPENSE	\$461,324	\$461,324	\$461,324	\$461,324	\$461,324	\$461,324	\$461,324	\$461,324	\$461,324	\$461,324	\$461,324	\$461,324	\$5,535,889
Management Fee	\$62,908	\$62,908	\$62,908	\$62,908	\$62,908	\$62,908	\$62,908	\$62,908	\$62,908	\$62,908	\$62,908	\$62,908	\$754,894
TOTAL EXPENSE	\$524,232	\$524,232	\$524,232	\$524,232	\$524,232	\$524,232	\$524,232	\$524,232	\$524,232	\$524,232	\$524,232	\$524,232	\$6,290,783