

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FOURTH AMENDMENT TO AGREEMENT FOR
EMPLOYEE HEALTH AND WELLNESS CLINICAL SERVICES**

(Next Level Medical, LLC – RFP 19-072)

This Fourth Amendment to Agreement for Employee Health and Wellness Clinical Services (“Fourth Amendment”) is made and entered into by and between FORT BEND COUNTY, TEXAS (“County”), a political subdivision of the state of Texas, and NEXT LEVEL MEDICAL, LLC (“Contractor”), a Delaware limited liability company duly authorized to conduct business in the state of Texas. County and Contractor may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, County and Contractor previously entered into that certain agreement on or about December 17, 2019 (the “Agreement”) for Employee Health and Wellness Clinic Services pursuant to RFP 19-072, which was subsequently amended on November 24, 2020; January 4, 2022; and by January 10, 2023; and

WHEREAS, the parties desire to amend the Agreement for additional services to be provided, increase the total Maximum Compensation for the completion of such additional services, and to reflect a change in name for Employee Health and Wellness Clinical Services.; and

NOW, THEREFORE, the parties do mutually agree as follows:

1. Exhibit F, Section 1, is amended to add the following:

Next Level will collect urine specimen for DOT 5 panel send out, Non-DOT 5 panel instant and 15 panel send out, plus perform BAT DOT and Non-DOT testing at the Fort Bend County on-site health and wellness clinic Monday – Friday from 7am – 5pm. Outside of these hours Fort Bend County employees will go to a Next Level Urgent Care clinics which are open 7 days a week from 9am – 9pm. For scheduled after hours collection or post-accident testing needed Fort Bend County employee will call the dedicated phone number to request mobile collection.

2. The Monthly amount paid for Employee Drug and Alcohol Testing is increased by an additional seven hundred dollars and 00/100 (\$700.00), is hereby increased as follows:

Employee Drug and Alcohol Testing currently	\$5,000.00
Employee Drug and Alcohol Testing addition amount under this amendment	\$700.00
New Total Monthly Fee (Employee Drug and Alcohol Testing)	\$5,700.00

3. The Maximum Compensation payable to Consultant for Services rendered under the Agreement is hereby increased to an amount not to exceed four million eight hundred eighty thousand four hundred dollars and 00/100 (\$4,880,400.00), authorized as follows:

\$1,161,000.00 under Agreement;
\$1,161,000.00 under First Amendment;
\$1,200,000.00 under Second Amendment;
\$1,350,000.00 under Third Amendment; and
\$8,400.00 under this Amendment

4. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the above Maximum Compensation without an agreement executed by the parties.
7. Except as provided herein, all terms and conditions of the Agreement shall remain in full force and effect and have not been modified or amended.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Amendment is effective upon execution of both parties.


FORT BEND COUNTY, TEXAS

NEXT LEVEL MEDICAL, LLC,
a Delaware limited liability company

KP George,
County Judge

TSMS, LLC,
a Texas limited liability company and
Manager of Next Level Medical, LLC

Date

By: 

Juliet S. Breeze, MD,
Manager of TSMS, LLC

ATTEST:

by Karen Rakers, MD
VP Next Level Onsites and PRIME

Laura Richard, County Clerk

7/1/2023

Date

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