

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

FIRST AMENDMENT TO AGREEMENT FOR INTERIM INMATE HEALTH CARE SERVICES
AT FORT BEND COUNTY, TEXAS
EFFECTIVE THROUGH SEPTEMBER 30, 2023
(renewing through FY24)

THIS FIRST AMENDMENT, is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, by and through the Fort Bend County Commissioners Court (hereinafter referred to as the “County”), and Wellpath LLC (hereinafter, “Wellpath” or “Company”), a Delaware Limited Liability Company authorized to conduct business in the state of Texas.

WHEREAS, the Fort Bend County Commissioners Court authorized the Interim Agreement for Inmate Medical Services (the “Agreement”) by Motion approved on or about March 28, 2023;

WHEREAS, the parties executed and accepted the Agreement on or about June 28, 2023, such Agreement being incorporated as part of this Amendment by reference;

WHEREAS, the parties desire to amend the Agreement to extend the term for Fiscal Year 2024 under the same exemptions to the County Purchasing Act granted by Motion of the Court, approved on or about March 28, 2023; and

WHEREAS, the Court finds that is necessary to amend the Agreement to extend the Term at this time to ensure continuity of medical services for which the Interim service period began August 1, 2023 and shall expire September 30, 2023.

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

1. The Agreement is hereby renewed; effective 12:00 a.m. on October 1st, 2023, and terminate at 11:59:59 p.m. on September 30, 2024 (the “FY24 Term”).
2. The Pricing for FY 2024 is predicated upon an average monthly population of **825**. If the population increases above an average of **825** inmates over a 3-month period-of-time, both Parties agree to meet and negotiate service level and staffing requirements and if appropriate, adjustments to such requirements and the budget will be made.
3. Services and Pricing shall be in accordance with the attached and incorporated Exhibit F (“Price Proposal for FY24 Inmate Medical Services, dated 08/10/2023) the foregoing caption of which shall also be listed in Section 29 of the Interim Agreement.

- 4. Staffing shall be in accordance with the attached and incorporated Exhibit C which replaces Exhibit C listed in Section 29 of the Interim Agreement.
- 5. For Services beginning October 1, 2023 through September 30, 2024, the Monthly Base Rate that County shall pay Wellpath is \$752,052 per month consistent with Exhibit D of the Interim Agreement. Any costs for Exhibit E to the Agreement are inapplicable to this FY24 Term.
- 6. The Maximum Compensation payable to Wellpath for all Services rendered is hereby increased to an amount not to exceed:

\$5,000,000	under the Agreement	
\$12,000,000	under this Amendment	
	TOTAL:	Seventeen Million Dollars (\$17,000,000)

- 7. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without an Agreement executed by the parties.

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

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.

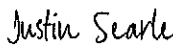
FORT BEND COUNTY

 KP George County Judge

ATTEST:

 Laura Richard, County Clerk

WELLPATH,LLC

DocuSigned by:


 Authorized Agent- Signature

Justin Searle

 Authorized Agent- Printed Name

President, Local Government Division

 Title

9/8/2023

 Date

APPROVED:



Sheriff Eric Fagan

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

Price Proposal for
 FY24 Inmate Medical Services,
 dated 08/10/2023.

Fort Bend County Jail, TX		
Estimated Budget for Year 2 Period (FY24 - 10/1/23-9/30/24) at 825 ADP		
	Monthly	10/1/23-9/30/24
Salaries/ Wages/ Benefits	\$ 472,785	\$ 5,673,420
Professional Fees	\$ 2,607	\$ 31,284
Pharmaceuticals	\$ 57,771	\$ 693,252
Off-Site	\$ 74,354	\$ 892,248
Laboratory/ Other On-Site	\$ 23,776	\$ 285,312
Medical Supplies	\$ 5,196	\$ 62,352
Insurances	\$ 2,721	\$ 32,652
Administrative Supplies and Cost	\$ 4,739	\$ 56,868
Equipment/ Other Facility	\$ 3,980	\$ 47,760
Travel/ Site Visits	\$ 280	\$ 3,360
Civil Commitment Center Fees	\$ 3,722	\$ 44,664
Direct Expense	\$ 651,931	\$ 7,823,172
Management Fee	\$ 100,121	\$ 1,201,452
Total Expense	\$ 752,052	\$ 9,024,624

Exhibit C

STAFFING MATRIX

Fort Bend County Texas									
Day Shift									
POSITION	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Hrs/Week	FTEs
Health Services Administrator	8	8	8	8	8			40	1.000
Administrative Assisntant	8	8	8	8	8			40	1.000
Medical Director	2	2	2	2	2			10	0.250
Nurse Practitioner/PA	8	8	8	8	8	8	8	56	1.400
Director of Nursing	8	8	8	8	8			40	1.000
Registered Nurse	36	36	36	36	36	36	36	252	6.300
Licensed Vocational Nurse	34	32	34	32	32	24	24	212	5.300
Licensed Vocational Nurse (Transport)	8	8	8	8	8			40	1.000
Licensed Vocational Nurse (Pharmacy Manager)	8	8	8	8	8			40	1.000
Medical Records Clerk	8	8	8	8	8			40	1.000
Dentist	8	8	8	8	8			40	1.000
Dental Assistant	8	8	8	8	8			40	1.000
Mental Health Professional	32	32	32	32	32	16	16	192	4.800
Mental Health Coordinator	8	8	8	8	8			40	1.000
Discharge Planner/ Case Manager	16	16	16	16	16			80	2.000
Psychiatrist	8	8			8			24	0.600
Psych Tech	24	24	24	24	24	24	24	168	4.200
Psych NP			6	6				12	0.300
Total Hours/FTE - Day								1366	34.15
Evening Shift									
Mental Health Professional	8	8	8	8	8	6	6	52	1.300
Total Hours/FTE - Evening								52	1.30
Night Shift									
Registered Nurse	24	24	24	24	24	24	24	168	4.200
Licensed Vocational Nurse	36	36	36	36	36	36	36	252	6.300
Total Hours/FTE - Night								420	10.50
Weekly Total									
TOTAL HOURS/FTE - Per Week								1,838	45.95