

Contractor shall further render drug and alcohol testing services for clinic patients as provided in Contractor's "Scope of Work – Employee Alcohol and Drug Testing" attached hereto as Exhibit "F" and incorporated by reference for all intents and purposes. The Parties acknowledge and agree that such drug and alcohol testing services were effective as of October 1, 2022 and were and will be supported by good and valuable consideration during the term the Agreement, the sufficiency of which is acknowledged by the Parties.

- (2) **Section Four, Compensation and Payment** is amended in its entirety to clarify the total payment that Contractor may become entitled to under the Agreement and to replace Exhibit "C" of the Agreement to update cost calculations as follows:

Section Four. Compensation and Payment

- A. Contractor's fees for the Services shall be calculated at the rate(s) set forth in Exhibits C and E of this Agreement attached hereto and incorporated by reference for all intents and purposes. The Maximum Compensation to Contractor for such Services is One Hundred Twelve Thousand Three Hundred Sixty One and 42/100 Dollars per month (\$112,361.42/mo) as follows:

Clinic Operations	\$106,661.42
Employee Drug and Alcohol Testing	\$5,700.00
Total Monthly Fee	\$112,361.42

- B. County may authorize the Additional Services and approve the costs for the Additional Conditions listed on Exhibit "C" attached hereto, but such authorization shall be subject to the Limit of Appropriations provided herein and the certification of funds by the County Auditor.
- C. County does not waive any service guarantee provided by Contractor, but that all performance of the character and extent of services by Contractor as provided in Section One of this Agreement, including any changes in said services or revision of work, will be performed only when approved in advance and authorized by County.
- D. County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services above, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. Contractor may submit electronically via: apauditor@fortbendcountytexas.gov. County shall review such invoices and

approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

- E. Contractor shall track and inventory all supplies utilized at the Clinic. Contractor shall include in monthly invoices only the actual costs for supplies that are necessary for operation of the Clinic to be reimbursed by County. Contractor shall not charge County any surcharge, handling charge, or markup for any supply or equipment purchase or repair.
- F. Travel and mileage expenses incurred in the performance of required Services will be compensated only when approved in advance by County and provided that such expenses comply with County's Travel Policy, a copy of which is attached to the Agreement as Exhibit "E."

(3) **Section Five, Limit of Appropriation** is amended in its entirety to clarify the total maximum sum County shall have available for liability under the Agreement as follows:

- A. Contractor understands and agrees that the total Maximum Compensation for the performance of the Services within the Scope of Services described in Section One of this Agreement is One Million Four Hundred Twenty-Five Thousand and 00/100 Dollars (\$1,425,000.00). In no event shall the amount paid by County under this Agreement exceed the total Maximum Compensation without a County approved change order.
- B. Contractor further understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of One Million Four Hundred Twenty-Five Thousand and 00/100 Dollars (\$1,425,000.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement.
- C. Contractor further understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed One Million Four Hundred Twenty-Five Thousand and 00/100 Dollars (\$1,425,000.00).

- D. Contractor further understands and agrees that this Limit of Appropriations is not a guarantee that Contractor will receive the entire amount of One Million Four Hundred Twenty-Five Thousand and 00/100 Dollars (\$1,425,000.00), but a statement that all fees and additional costs for this Agreement, when combined, shall not exceed said amount.

- (4) **Section Six, Term** is amended in its entirety to provide for a renewal of the term as follows:

The term of the Agreement, as amended, is hereby renewed and effective on January 1, 2024 and shall terminate on December 31, 2024 ("Term"), unless sooner terminated in accordance with the Agreement. The Agreement may only be renewed upon written agreement executed by both Parties.

- (5) **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

- (6) **Modifications and Conflict.** Except as modified herein, any prior executed document shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this Fifth Amendment shall prevail with regard to the conflict.

IN WITNESS WHEREOF, this Fifth 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 Fifth Amendment and the exhibits hereto. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

{EXECUTION PAGE FOLLOWS}

FORT BEND COUNTY, TEXAS

KP George,
County Judge

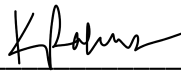
Date

ATTEST:

Laura Richard, County Clerk

NEXT LEVEL MEDICAL, LLC,
a Delaware limited liability company

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

By: 
Juliet S. Breeze, MD,
Manager of TSMS, LLC
by Karen Rakers, MD
VP Next Level Onsites and PRIME
12/11/2023

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

i:\agreements\2023 agreements\risk management\next level urgent care (23-risk-500144-a5)\5th amended agmt - next level medical.docx bo

EXHIBIT C- update proposed 11/13/2023

Clinic Operations Monthly

\$106,661.42

Continue Current Clinic Hours: 7am to 5 pm Monday through Fridays
Advanced Practice Provider 50 hours per week
Physician 20 hours per week
Annual HRA/ Biometrics Program Management
Unlimited Flu vaccination administration onsite
Unlimited Biometrics collections onsite
10 hours of offsite Flu vaccination administration at locations of the County's choosing annually
40 hours of offsite Biometric collections at location of the County's choosing annually
In-app and online scheduling

Additional Offsite Biometric Collection Hours

\$100/hour

Additional Biometric Collection sessions must be a minimum of two hours in length and will be staffed by at least three technicians.

Additional Offsite Flu Vaccination Hours

\$100/hour

All offsite flu vaccine administration sessions must be a minimum of one hour in length and will be staffed with 1-2 technicians

Additional Conditions

Send-out laboratory costs (Quest Labs will be either a pass-through cost to the County or billed to the patient's insurance as specified by Fort Bend County.

Employee Drug and Alcohol Testing Monthly

\$5,700.00

Per Exhibit F and Amendment 4

Contractor may request price increase with Fort Bend County's approval. Upon each anniversary of the agreement, the fees may increase in accordance with the seasonally adjusted, consumer price index – all urban consumers, medical care services. The contract renewal increase may be a minimum of three percent (3%) not to exceed six percent (6%) of the previous year's contract fees.

Original Term: January 1, 2020 – December 31, 2021 (with three (3) additional one-year renewal options under the same terms and conditions.

- First Renewal Term: January 1, 2021 – December 31, 2021
- Second Renewal Term: January 1, 2022 – December 31, 2022
- Third Renewal Term: January 1, 2023 – December 31, 2023
- Fourth Renewal Term: January 1, 2024 - December 31, 2024