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## SECOND AMENDMENT AND RENEWAL OF AGREEMENT

(Deer Oaks EAP Services, LLC – FY 2024)

This Second Amendment and Second Renewal of Agreement (“Second Renewal”) is made and entered into by and between FORT BEND COUNTY, TEXAS (“County”), a political subdivision of the state of Texas, and DEER OAKS EAP SERVICES, LLC (“Contractor”), a Delaware limited liability company. County and Contractor may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, Contractor is a national employee assistance and work/life company that provides services to improve the health and well-being of employees; and

WHEREAS, Pursuant to RFP 22-027, County and Contractor entered into that certain Agreement (the “Agreement”) on March 16, 2022 to provide such health and wellness services to County employees (the “Services”), and as amended and renewed on February 28, 2023 (the “Renewal”); and

WHEREAS, County and Contractor desire to renew the Agreement for the continuation of such services, to amend certain terms, and to otherwise ratify and confirm all the terms and conditions as set forth therein; and

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby renewed and amended as follows:

- (1) **Term.** The term of this Second Renewal shall begin on April 1, 2024 and shall terminate at 11:59 pm on March 31, 2025 unless sooner terminated in accordance with the terms and conditions of the Agreement.
- (2) **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation for the performance of services by Contractor under this Second Renewal is Eighty Two Thousand Five Hundred Twelve and 00/100 Dollars (\$82,512.00). In no event shall the amount paid by County under this Second Renewal exceed the Maximum Compensation without a County approved change order.

Contractor clearly 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 Eighty Two Thousand Five Hundred Twelve and 00/100 Dollars (\$82,512.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement.

Contractor does further understand and agree, 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 Eighty Two Thousand Five Hundred Twelve and 00/100 Dollars (\$82,512.00).

Contractor further understands and agrees that this Limit of Appropriations is not a guarantee that Contractor will receive the entire amount of Eighty Two Thousand Five Hundred Twelve and 00/100 Dollars (\$82,512.00), but a statement that all fees and additional costs for this Agreement, when combined, shall not exceed said amount.

- (3) **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
- (4) **Human Trafficking.** BY ACCEPTANCE OF THIS RENEWAL, 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.
- (5) **Modifications.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. All other terms, conditions, pricing, and additional renewal terms provided in the Agreement shall remain the same.
- (6) **Conflict.** If there is a conflict among documents that make up the Agreement, this Second Renewal shall prevail with regard to the conflict.
- (7) **Multiple Counterparts.** This Renewal may be executed in multiple counterparts, each of which will be deemed an original for all intents and purposes.

**{Execution Page Follows}**

IN WITNESS WHEREOF, this Second Renewal 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 Second Renewal. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

**FORT BEND COUNTY, TEXAS**

**DEER OAKS EAP SERVICES, LLC**

\_\_\_\_\_  
KP George, County Judge

Alicia Barrera  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

Alicia Barrera  
\_\_\_\_\_  
Authorized Agent- Printed Name

\_\_\_\_\_  
Executive Director  
Title

**ATTEST:**

\_\_\_\_\_  
Laura Richard, County Clerk

1/16/2024  
\_\_\_\_\_  
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

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