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COUNTY OF FORT BEND §

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THREE AMENDMENT AND RENEWAL OF AGREEMENT

(Deer Oaks EAP Services, LLC – FY 2025)

This Third Amendment and Third Renewal of Agreement (“Third 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 and last amended and renewed on February 13, 2024 (collectively 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 Third Renewal shall begin on April 1, 2025 and shall terminate at 11:59 pm on March 31, 2026 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 Third Renewal is Eighty-Seven Thousand and no/100 Dollars (\$87,000.00). In no event shall the amount paid by County under this Third 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-Seven Thousand and no/100 Dollars (\$87,000.00) 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-Seven Thousand and no/100 Dollars (\$87,000.00).

Contractor further understands and agrees that this Limit of Appropriations is not a guarantee that Contractor will receive the entire amount of Eighty-Seven Thousand and no/100 Dollars (\$87,000.00), 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 Third 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 Third 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 Third 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

Bryan Levy

Authorized Agent – Signature

Date

Bryan Levy

Authorized Agent- Printed Name

Regional Vice President-West

Title

ATTEST:

Laura Richard, County Clerk

03/06/2025

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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