

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND         §

**FIRST AMENDMENT TO  
 AGREEMENT FOR  
 EMPLOYEE HEALTH AND WELLNESS CLINICAL SERVICES  
 PURSUANT TO RFP 16-019**

This FIRST AMENDMENT of the AGREEMENT FOR EMPLOYEE HEALTH AND WELLNESS CLINICAL SERVICES PURSUANT TO RFP 16-019 is made and entered into by and between FORT BEND COUNTY, TEXAS, a body politic, acting herein by and through its Commissioners Court and Next Level Urgent Care, LLC (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, on or about October 27, 2015, the Parties entered into AGREEMENT FOR EMPLOYEE HEALTH AND WELLNESS CLINICAL SERVICES PURSUANT TO RFP 16-019 attached hereto as Exhibit "One" and incorporated by reference;

WHEREAS, the Parties now desire to amend a certain portion of the Agreement; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, County, and Contractor agree as follows:

I. Amendments

Section One, Services, is amended as follows:

- C. The Parties agree that the Primary Care services to be provided shall include, but are not limited to all of the following:
1. Health promotion, disease prevention, health maintenance, counseling, patient education, diagnosis and treatment of acute and chronic illnesses which may involve collaborating with other health professionals, and utilizing consultation or referral as appropriate.
  2. Laboratory Testing and Integration/Coordination such as phlebotomy, specific "quick tests" as determined by the health care providers at the Clinic (such as tests for strep or flu), urinalysis, finger stick glucose, and other testing to be determined.
    - a. Specimens shall be obtained and processed through County's designated network laboratory supplier. County's designated network laboratory supplier shall bill the applicable party for any testing performed by such laboratory supplier.

- b. These labs shown in the attached and incorporated Exhibit E shall be performed or collected by Contractor at the Clinic at no charge to the clinic patients. Contractor shall submit itemized, patient de-identified invoices on a monthly basis in accordance with Section 4E of this Agreement; however payment of such invoices is not calculated as part of Contractor's fee for service.
- 3. Tobacco Cessation Services.
  - A. Services may include hypnotherapy, but only as prescribed by Clinic treating personnel.
  - B. Hypnotherapy services must be approved in advance by the Risk Management Director and be submitted in a patient de-identified manner. Payment for hypnotherapy services shall not exceed \$225.00 per hour and shall be submitted to County for reimbursement in accordance with Section 4E of this Agreement. Payment of such invoices is not calculated as part of Contractor's fee for service.

Section Twenty-Five, Entire Agreement, is amended as follows:

This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral. Attached hereto is Exhibit A: *RFP 16-019*; Exhibit B: *NEXT LEVEL URGENT CARE, LLC RESPONSE TO RFP 16-019*; Exhibit C: *Supplemental Negotiated Terms*; Exhibit D *County Travel Policy*; and Exhibit E: *County Lab Formulary*; all of which are incorporated by reference as if set forth herein verbatim for all purposes.

Section Twenty-Six, Conflict, is amended as follows:

In the event there is a conflict, the following have priority with regard to the conflict: first: this document titled *Agreement for Health and Wellness Clinical Services Pursuant to RFP 16-019*, second: Exhibit C, *Supplemental Negotiated Terms* third: Exhibit A, *RFP 16-019* fourth: Exhibit D *County Travel Policy*; fifth: Exhibit E: *County Lab Formulary*; sixth: *Exhibit B, NEXT LEVEL URGENT CARE, LLC RESPONSE TO RFP 16-019*.

- II. The terms of this First Amendment shall be effective upon execution of both Parties.
- III. Except as modified herein, any prior executed document remain in full force and effect and has not been modified or amended. In the event of conflict, the contents of this First Amendment shall prevail.

IV. Execution

IN TESTIMONY OF WHICH, THIS AMENDMENT shall be effective upon execution of all parties.

County  
FORT BEND COUNTY

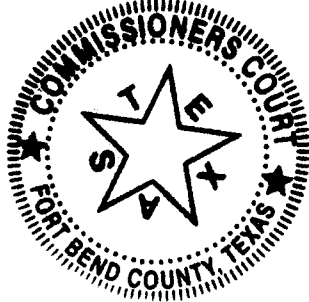
By: *Robert E. Hebert*  
Robert E. Hebert, County Judge

Date: 10-25-16

ATTEST:

*Laura Richard*

Laura Richard, County Clerk



Contractor  
NEXT LEVEL URGENT CARE, LLC

By: *[Signature]*

Name: *Juliet Breeze*

Title: *CEO*

Date: *10/13/2016*

ATTEST:

\_\_\_\_\_  
Name

Date: \_\_\_\_\_

Attachments:

EXHIBIT ONE: AGREEMENT FOR EMPLOYEE HEALTH AND WELLNESS CLINICAL SERVICES  
PURSUANT TO RFP 16-019

EXHIBIT E: COUNTY LAB FORMULARY

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 35,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

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# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	<b>OFFICE USE ONLY                  CERTIFICATION OF FILING</b>
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> Next Level Urgent Care Sugar Land, TX United States	Certificate Number: 2016-125896
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> Fort Bend County	Date Filed: 10/19/2016
Date Acknowledged:	

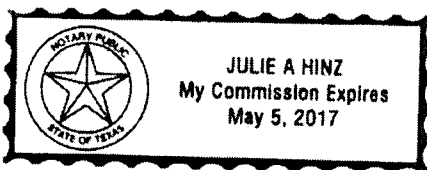
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

P16-019  
 employee healthcare

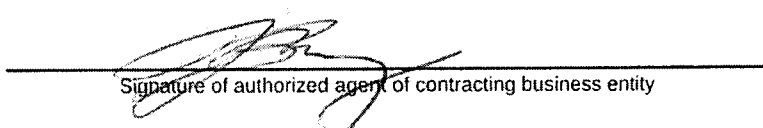
4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Breeze, Juliet	Sugar Land, TX United States	X	

**5 Check only if there is NO interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

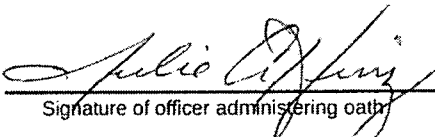


AFFIX NOTARY STAMP / SEAL ABOVE



Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Juliet Breeze, this the 19<sup>th</sup> day of Oct, 2016, to certify which, witness my hand and seal of office.



Signature of officer administering oath

Julie A. Hinz

Printed name of officer administering oath

Dir. of Operations.

Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Next Level Urgent Care  
 Sugar Land, TX United States

Certificate Number:  
 2016-125896

Date Filed:  
 10/19/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Fort Bend County

Date Acknowledged:  
 10/26/2016

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 P16-019  
 employee healthcare

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Breeze, Juliet	Sugar Land, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath