STATE OF TEXAS §
§
COUNTY OF FORT BEND §

SECOND AMENDMENT TO
AGREEMENT FOR EMPLOYEE HEALTH AND WELLNESS CLINICAL SERVICES
PURSUANT TO RFP 19-072

This SECOND AMENDMENT of the AGREEMENT FOR EMPLOYEE HEALTH AND WELLNESS CLINICAL SERVICES is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and **Next Level Medical LLC fka Next Level Urgent Care LLC ,** both having been authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, on or about December 17, 2019, the Parties entered into AGREEMENT FOR **EMPLOYEE HEALTH AND WELLNESS CLINICAL SERVICES PURSUANT TO RFP 19-072** which is 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. All instances of the company name "*Next Level Urgent Care LLC"* should be converted to "**Next Level Medical LLC**" who has assumed all rights and duties imposed upon Contractor under the Agreement for Services (COVID-19).

II. The Agreement is hereby renewed; effective as of January 1, 2022 and shall terminate on December 31, 2022, unless terminated sooner in accordance with the Agreement. Terms, conditions, pricing and additional renewal periods shall remain the same.

III. Amendments

Section Four, Compensation and Payment is amended to clarify the total payment that Contractor may become entitled to under the Agreement. The Parties agree that Section Four shall now read:

Section Four. Compensation and Payment

A. Contractor's fees shall be calculated only in accordance with Exhibit C. The Maximum Compensation for Clinic Operations is $94,988.28 per month and an additional $1,000.00 per month for the Healthy Weight Program, annually for each service year but subject to Section 4B for contract

renewal increase. The Risk Manager may authorize the additional services and approve the costs for the Additional Conditions listed on the Best Offer dated November 17, 2019, but subject to the limit of appropriations provisions herein and the County Auditor's certification below. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

Section Five, Limit of Appropriation is amended to clarify the total maximum sum County shall have available for liability under the Agreement. The Parties agree that Section Five shall now read:

Section Five. Limit of Appropriation

A. 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 $1,200,000.00 specifically allocated to fully discharge any and all liabilities County may incur for the 2022 renewal period. This is not a guarantee that Contractor will receive this entire amount but a statement that all fees and additional costs for this Agreement when combined shall not exceed $1,200,000.00, except as provided for in Section 4B for contract renewal increase.
B. 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 shall not under any conditions, circumstances, or interpretations thereof exceed the amount certified as available by the Fort Bend County Auditor.

IV. 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 Second Amendment shall prevail.

Remainder left blank
Execution page follows

V. Execution

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

"County"
FORT BEND COUNTY

By: _____
County Judge KP George
KP George, County Judge

Date: January 4, 2022

ATTEST:

_____
Laura Richard, County Clerk

"Contractor"
NEXT LEVEL MEDICAL LLC

By: _____

Name: Karen Rakers, MD

Title: Chief Medical Officer

Date: 12/20/21

ATTEST:

_____ Date: _____
Name

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of **$** 1,200,000.00 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

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

Certificate Number:
2021-834664

Date Filed:
12/21/2021

Date Acknowledged:
01/04/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Next Level Medical
Houston, TX United States

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

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.

RFP 19-072
Employee Clinic Services Second Amendment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)