

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

**THIRD AMENDMENT TO AGREEMENT FOR
EMPLOYEE HEALTH AND WELLNESS CLINICAL SERVICES**

(Next Level Medical, LLC – RFP 19-072)

This Third Amendment to Agreement for Employee Health and Wellness Clinical Services (“Third Amendment”) is made and entered into by and between FORT BEND COUNTY, TEXAS (“County”), a political subdivision of the state of Texas, and NEXT LEVEL MEDICAL, LLC (“Contractor”), a Delaware limited liability company duly authorized to conduct business in the state of Texas. County and Contractor may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, Contractor is a healthcare company that provides various health care and wellness services in the state of Texas; and

WHEREAS, County and Contractor previously entered into that certain agreement on or about December 17, 2019 (the “Agreement”) for Employee Health and Wellness Clinic Services pursuant to RFP 19-072, which was subsequently amended on November 24, 2020 and January 4, 2022; and

WHEREAS, by execution of this Third Amendment, the Parties desire to amend the Agreement, as amended, to provide for a third Renewal Term, provide for additional drug and alcohol testing services, update the fees and compensation paid to Contractor, and otherwise ratify and confirm all the terms and conditions as set forth therein.

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

- (1) **Subsection A of Section One, Services** is amended to add additional services provided by Contractor and add an additional Exhibit “F” as follows:

Section One. Services

- A. Contractor shall render on-site medical and wellness services to participating County employees, retirees, and dependents (collectively, "clinic patients") in accordance with the advertised specifications of RFP 19-072, attached as Exhibit "A" and the services described in Exhibit "B" to the Agreement.

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 Six Thousand Six Hundred Twenty Three and 98/100 Dollars per month (\$106,623.98/mo) as follows:

Clinic Operations	\$100,623.98
Health Weight Program	\$1,000.00
Employee Drug and Alcohol Testing	\$5,000.00
Total Monthly Fee	\$106,623.98

- 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:

Section Five. Limit of Appropriation

- 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 Three Hundred Fifty Thousand and 00/100 Dollars (\$1,350,000.00). 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 Three Hundred Fifty Thousand and 00/100 Dollars (\$1,350,000.00) 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 Three Hundred Fifty Thousand and 00/100 Dollars (\$1,350,000.00).

- 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 Three Hundred Fifty Thousand and 00/100 Dollars (\$1,350,000.00), 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:

Section Six. Term

The term of the Agreement, as amended, is hereby renewed and effective on January 1, 2023 and shall terminate on December 31, 2023 (“Term”), unless sooner terminated in accordance with the Agreement. The Agreement may only be renewed upon written agreement executed by both Parties.

- (5) **Section Twenty-Five, Certain State Law Requirements for Contracts** is amended in its entirety to provide for an update in statutory language as follows:

Section Twenty-Five. Certain State Law Requirements for Contracts

The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. “Boycott Israel” has the meaning provided in § 808.001 of the Texas Government Code.
- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. “Boycott energy company” has the meaning provided in § 809.001 of the Texas Government Code.

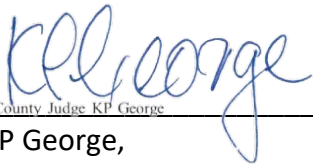
D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

- (6) **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
- (7) **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, 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.
- (8) **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 Third Amendment shall prevail with regard to the conflict.

IN WITNESS WHEREOF, this Third 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 Third 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



County Judge KP George
KP George,
County Judge

January 10, 2023

Date

ATTEST:

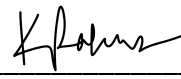


Laura Richard, County Clerk



NEXT LEVEL MEDICAL, LLC,
a Delaware limited liability company

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

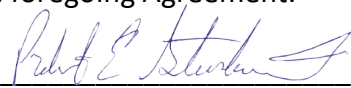
By: 

Juliet S. Breeze, MD,
Manager of TSMS, LLC
by Karen Rakers, MD
Chief Medical Officer
12/29/2022

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 1,350,000.00 are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

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EXHIBIT C

Clinic Operations

\$100,623.98

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

Healthy Weight Program

\$1,000.00

One lecture per Month that can be viewed by webinar to increase participation
Voluntary email communications through a sign up (recipes, fit challenges, health and fitness information)
Outreach calls to recommend participation and weight management check-in calls to coach members on the journey
Individual coaching sessions on a case by case basis
Quarterly Results Reporting

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

\$100/hour

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

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

EXHIBIT F



Scope of Work **EMPLOYEE ALCOHOL AND DRUG TESTING** **Fort Bend County**

SECTION 1. Description of Service

Next Level Urgent Care will manage the drug and alcohol testing services for Fort Bend County. Program management includes urine specimen testing at a HHS / SAMHSA laboratory under Federal & State & protocols, associated supplies for specimen collection, and overnight specimen transportation, to the laboratory from the collection site and/or mobile collector.

The HHS / SAMHSA laboratory will report all results to a designated certified Medical Review Officer (MRO) who will in conjunction with MRO staff will review all non-negative results. MRO staff will coordinate and verify receipt of the MRO copy or equivalent copy of the chain of custody and control form permitting MRO ruling and result release in an expeditious manner. Any non- negative specimen will result in the medical review officer contacting the donor and providing the opportunity for the donor to explain (and provide) medical justification for the laboratory findings. Absent medical justification the MRO will rule the test results accordingly.

Next Level Urgent Care will serve as a single point of contact for any drug or alcohol test inquiries from Fort Bend County management. Next Level Management is readily available to provide regulatory guidance or interpretation to any management representative as currently is the practice. Next Level will provide quarterly/monthly random drug selections to the respective district contacts. Next Level utilizes the eScreen Random Management Program. Result information will be data entered into the confidential protected web-based account. Fort Bend County will have access to results 24/7 online.

Fort Bend County management will electronically forward an updated pool roster to the secure eScreen Random Management program. Random statistical reports will be provided at any time to reflect current random statistical data and demonstrate the program tracking for annual compliance and MIS reporting.

All services and supplies will be in place for Fort Bend County within 1 week of start date.

Next Level will collect urine specimen and perform BAT at the Fort Bend County on-site health and wellness clinic Monday – Friday from 7am – 5pm. Outside of these hours Fort Bend County employees will go to a Next Level Urgent Care clinics which are open 7 days a week from 9am – 9pm. For scheduled after hours collection or post-accident testing needed Fort Bend County employee will call the dedicated phone number to request mobile collection.

SECTION 2. Compensation and Payment.

A. Next Level Urgent Care's fees shall be calculated at the flat rate of Sixty Thousand dollars and 00/100 (\$60,000) for one year for the services stated herein. Fort Bend County will pay Next Level Urgent Care a flat rate per month of Five Thousand dollars and 00/100 (\$5,000.00). Fixed rate independent of volume. Next Level Urgent Care will submit a monthly invoice to Fort Bend County and Fort Bend County will approve the invoice within 30 calendar days

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 Medical
Houston, TX United States

Certificate Number:
2022-954456

Date Filed:
11/11/2022

Date Acknowledged:
01/10/2023

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
Health and Wellness Center, 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.**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)