

AMENDMENT NO. 1
TO
VENDOR SERVICES AGREEMENT with Front Line Mobile Health (CITY OF FORT WORTH
CONTRACT 54108)

This **Amendment No. 1 to Vendor Services Agreement (“Amendment”)** is entered into by and between the **City of Fort Worth** (hereafter "City"), a home rule municipality of the State of Texas, and **Front Line Mobile Health, PLLC** (hereafter “Vendor”) a Texas Professional Limited Liability Company. City and Vendor shall be referred to individually as a Party and collectively as the Parties.

WHEREAS, on June 23, 2020, the Fort Worth City Council authorized the execution of an agreement with Front Line Mobile Health, PLLC for certain health and wellness services for Fire Department personnel with an annual amount up to Four Hundred Seventy-One Thousand Seven Hundred and Fifty Dollars (\$471,750) for a one-year initial term and the option to renew for up to four additional one-year terms at the City’s sole discretion (M&C 20-0443); and

WHEREAS, on July 2, 2020, the Parties entered into an agreement with the Vendor to provide comprehensive health and wellness services to the Fire Department, the same being Fort Worth City Secretary Contract 54108 (the “Contract”) ; and

WHEREAS, the Contract provided that the total payments made by City under the Contract for the partial year initial term shall be in an amount up to Four Hundred Seventy-One Thousand Seven Hundred and Fifty Dollars (\$471,750) and that payments for the following years shall be described in Exhibit B; and

WHEREAS, Exhibit B describes unit-based pricing for comprehensive health and wellness programs of \$820.00 per person for incumbent personnel and \$1,300,00 per person for new recruits and identifies an anticipated total combined annual amount of \$848,900.00 based on projected annual quantities of services; and

WHEREAS, the Parties wish to amend the Contract to include the additional service of post-COVID19 physicals for all city employees and amend Exhibit B to include the unit-based pricing for the post-COVID19 physicals; and

WHEREAS, the Parties wish to amend the Contract to increase the total annual compensation not to exceed the amount of \$589,687.

WHEREAS, the Parties wish to amend the Contract to clarify that the per-unit prices in Exhibit B remain accurate but that the annual spend will be based on number of units of service required and total annual compensation is not to exceed the amount of \$589,687.

NOW, THEREFORE, the Parties, acting herein by the through their duly authorized representatives, enter into the following agreement:

1.
AMENDMENTS

The following term is hereby amended to either replace any conflicting term in the Original Agreement or shall be added to the terms and shall be binding and enforceable as if it was originally included therein and the amended agreement shall be referred to as the Contract in all future documents.

1. Section 3 of Fort Worth City Secretary Contract No. 54018 is hereby deleted in its entirety and shall be replaced with the following:

3. **Compensation.** City shall pay Vendor in accordance with the provisions of this Agreement and Exhibit “B,” Price Schedule, on a unit-of-service basis. **Total annual payments made under this Agreement by City will be based on the units of service actually requested by City and provided by Vendor and shall be in an amount not to exceed Five Hundred Eighty-Nine Thousand Six Hundred and Eighty-Seven Dollars and No Cents (\$589,687.00) at the per-unit prices indicated in Exhibit B.** Vendor shall not perform any additional services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

2. Exhibit B of the Contract shall be amended to include the unit-based pricing for the post-COVID19 physicals and shall appear as follows:

EXHIBIT B
(INCLUDE THE ORIGINAL EXHIBIT B AND INCLUDE THE COVID-19 PRICING)

2.

ALL OTHER TERMS SHALL REMAIN THE SAME

All other provisions of the Contract which are not expressly amended herein shall remain in full force and effect.

EXHIBIT B
 (INCLUDE THE ORIGINAL EXHIBIT B AND INCLUDE THE COVID-19 PRICING)

EXHIBIT B
PRICE SCHEDULE

 City of Fort Worth RFP No. 20-0045	FRONT LINE MOBILE HEALTH	SUBMITTAL DOCUMENTS 22															
CITY OF FORT WORTH BID OFFER																	
<table border="1"> <tr><td>Event ID</td><td>CFW01-20-0045</td><td>Page</td><td>3</td></tr> <tr><td>Event Round</td><td>Version</td><td></td><td></td></tr> <tr><td>Event Name</td><td colspan="3">RFP Comprehensive Health For Fire Department</td></tr> <tr><td>Start Time</td><td>03/23/2020 08:00:00 CST</td><td>Finish Time</td><td>03/23/2020 13:30:00 CST</td></tr> </table>	Event ID	CFW01-20-0045	Page	3	Event Round	Version			Event Name	RFP Comprehensive Health For Fire Department			Start Time	03/23/2020 08:00:00 CST	Finish Time	03/23/2020 13:30:00 CST	Invited: PUBLIC EVENT DETAILS Submit To: City of Fort Worth PURCHASING DIVISION LOWER LEVEL CITY HALL 200 TEXAS ST Fort Worth TX 76102 United States Email: FMS PurchasingResponses@fortworthtexas.gov
Event ID	CFW01-20-0045	Page	3														
Event Round	Version																
Event Name	RFP Comprehensive Health For Fire Department																
Start Time	03/23/2020 08:00:00 CST	Finish Time	03/23/2020 13:30:00 CST														

Line Details

Line:	Description:	Qty	Unit	Unit Price	Total
Line: 1	COMPREHENSIVE HEALTH & WELLNESS PROGRAM FOR INCUMBENT PERSONNEL FOR PHYSICAL BEHAVIORAL	975	EA	\$820.00	\$799,500.00
Line: 2	COMPREHENSIVE HEALTH & WELLNESS PROGRAM FOR NEW RECRUITS	38	EA	\$1,200.00	\$46,400.00
Total Bid Amount:				\$846,900.00	

Front Line Mobile Health,
PLLC
6517 N Lakewood Dr.
Georgetown, TX 78633 US
bruce@frontlinemobilehealth.
com



INVOICE

BILL TO
Fort Worth Fire
Operation
Administration
505 W. Felix
Fort Worth, TX
76115

INVOICE # 1206
DATE 10/23/2020
DUE DATE 11/22/2020
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
Medical Services - NTX Covid Return-to-work exams	181	651.58	117,935.98
		BALANCE DUE	\$117,935.98

ACCEPTED AND AGREED:

CITY OF FORT WORTH:

<p>By: _____ Name: Valerie Washington Title: Assistant City Manager</p> <p>Date: _____</p> <p>APPROVAL RECOMMENDED:</p> <p>By: _____ Name: Jim Davis Title: Fire Director</p> <p>ATTEST:</p> <p>By: _____ Name: Mary J. Kayser Title: City Secretary</p>	<p>CONTRACT COMPLIANCE MANAGER: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: _____ Name: Mark Rauscher Title: Assistant. Fire Director</p> <p>APPROVED AS TO FORM AND LEGALITY:</p> <p>By: _____ Name: Christopher Austria Title: Assistant City Attorney</p> <p>CONTRACT AUTHORIZATION: M&C: 20-0443 1295: 2020-640828</p>
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Front-Line Mobile Health, LLC.

<p>By: _____ Name: Title:</p> <p>Date: _____</p>
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