



**FOURTH AMENDMENT TO
WILLIAMSON COUNTY
RESTATED AND AMENDED
PROFESSIONAL SERVICES AGREEMENT
FOR
CORONAVIRUS DISEASE (COVID-19) TESTING**

THIS FOURTH AMENDMENT TO THAT CERTAIN RESTATED AND AMENDED PROFESSIONAL SERVICES AGREEMENT FOR CORONAVIRUS DISEASE (COVID-19) TESTING (hereinafter "Fourth Amendment"), is entered into effective as of the date of the last party's execution hereof, between **Williamson County, Texas**, a body corporate and politic under the laws of the State of Texas (hereinafter "County"), and **Family Emergency Room, LLC** (hereinafter "Provider").

RECITALS

WHEREAS, County and Provider executed that certain agreement entitled Restated and Amended Professional Services Agreement for Coronavirus Disease (COVID-19) Testing dated June 30, 2020 ("Restated Agreement"), which was extended thereafter until December 30, 2020 pursuant to an Agreement to Extend Williamson County Restated and Amended Professional Services Agreement for Coronavirus Disease (COVID-19) Testing dated effective June 30, 2020;

WHEREAS, County and Provider executed that certain amendment entitled First Amendment to Restated and Amended Professional Services Agreement for Coronavirus Disease (COVID-19) Testing dated effective November 24, 2020 ("First Amendment") in order to add an additional \$100,000.00 of funding to the then current not to exceed funding amount of \$350,000.00 for a new total not to exceed funding amount of \$450,000.00;

WHEREAS, County and Provider thereafter executed that certain amendment entitled Second Amendment to Restated and Amended Professional Services Agreement for Coronavirus Disease (COVID-19) Testing dated effective December 8, 2020 ("Second Amendment") in order to add an additional \$100,000.00 of funding to the then current not to exceed funding amount of \$450,000.00 for a new total not to exceed funding amount of \$550,000.00;

WHEREAS, due to the extension of the CARES Act funding past the original December 30, 2020 termination date, it became possible and necessary to amend the Restated Agreement an additional time in order to add an additional \$200,000.00 of funding to the then current not to exceed funding amount of \$550,000.00 for a new total not to exceed funding amount of \$750,000.00, which was set forth in a Third Amendment to Restated and Amended Professional Services Agreement for

Coronavirus Disease (COVID-19) Testing dated effective December 27, 2020 ("Third Amendment");

WHEREAS, it has become necessary to amend the Restated Agreement an additional time in order to add an additional \$15,000.00 of funding to the current not to exceed funding amount of \$750,000.00 for a new total not to exceed funding amount of \$765,000.00; and

NOW, THEREFORE, premises considered, County and Provider agree that the Restated Agreement is amended as follows:

AGREEMENTS

1. **Section IV., Paragraph (A)** of the Restated Agreement shall be amended as follows:

Costs. Provider shall bill and County shall pay \$125.00 per test in exchange for the services and costs associated with the services provided by Provider pursuant to this Agreement. The total amount to be paid to Provider hereunder shall not exceed \$765,000.00 during the term of this Agreement unless the parties agree, in writing, to increase the said not-to-exceed amount prior to the expiration of this Agreement.

2. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Fourth Amendment and to perform its obligations under the Restated Agreement; and, furthermore, the Agreement and this Fourth Amendment are the valid, binding and enforceable obligations of such party.

3. All other terms of the Restated Agreement and any prior amendments and extensions thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

PROVIDER:

Family Emergency Room, LLC

By: Henry Higgins
Henry Higgins (Jul 12, 2021 15:52 CDT)

Printed Name: Henry Higgins

Representative

Capacity: CEO

Date: July 12, 2021

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Representative _____

Capacity: As Presiding Officer of Williamson County Commissioners Court

Date: _____, 20 _____