

MOTION

NO. M-26-199

CITY HALL: May 21, 2026

BY: COUNCILMEMBERS HARRIS AND KING (BY REQUEST)

WHEREAS, Section 70-10 of the Code of the City of New Orleans requires that certain contracts providing for the aggregate expenditure of more than \$1,000,000.00 in city funds during the initial term and all allowable renewal terms or having an initial term of more than one year or providing for legal services must be signed by the President of the City Council; and

WHEREAS, Section 70-10 further provides that the President of the City Council shall not execute any such contract unless authorized to do so by Council motion; and

WHEREAS, The City of New Orleans, Chief Administrative Office; the Orleans Parish Sheriff's Office; and Wexford Health Sources, Inc. desire to extend a contract for comprehensive correctional health services for inmates at the jail, for an additional one (1) year, with the maximum aggregate amount payable by the City for the term of the Agreement (i.e. June 1, 2026, through May 31, 2027) is \$24,267,264.00; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council shall be added as a signatory *to the Amendment No. 1* to the contract between the City of New Orleans and Wexford Health Sources, Inc. and

BE IT FURTHER MOVED, That the President of the Council is hereby authorized to sign *the Amendment No. 1* to the contract between the City of New Orleans and Wexford Health Sources, Inc., as attached hereto as Exhibit A; and

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion, including Exhibit A, to the City Attorney's Office to effectuate this request.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

THE ORLEANS PARISH SHERIFF'S OFFICE

AND

WEXFORD HEALTH SOURCES, INC.

COMPREHENSIVE CORRECTIONAL HEALTH SERVICES

THIS FIRST AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by Helena N. Moreno, Mayor (the "**City**"), the Orleans Parish Sheriff's Office, represented by the Honorable Michelle Woodfork, Sherrif ("**OPSO**") and Wexford Health Sources, Inc, represented by John M. Froehlich, Senior Vice President & Chief Financial Officer ("**Wexford**" or the "**Contractor**"). The City, OPSO, and the Contractor are sometimes each referred to as a "**Party**," and collectively, as the "**Parties**." The Amendment is effective as of June 1, 2026 (the "**Effective Date**").

RECITALS

WHEREAS, on June 1, 2024, the City, OPSO, and the Contractor entered into a professional services agreement for the Contractor to provide qualified comprehensive health services for OPSO (the "**Agreement**" and "**K24-211**"); and

WHEREAS, the City, OPSO, and the Contractor desire to enter into an amendment to extend the term of the Agreement, increase the maximum aggregate amount payable by the City, and reaffirm certain terms and conditions of the Agreement for the continuity of services;

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

1. Extension. In accordance with Article V Section B of the Agreement, the term is extended for an additional one year from the Effective Date through May 31, 2027.

2. Compensation. The maximum aggregate amount payable by the City for Year 3 of the Agreement (i.e. June 1, 2026, through May 31, 2027) is \$24,267,264.00. This is a Cost-Plus Management Fee Agreement in which Contractor's operational costs are passed to the City, up to the Maximum Amount set forth in the Agreement. The maximum aggregate amount payable contains all budgeted costs, including: 1) the Management & Administrative Fees, fixed costs which are paid to the Contractor for administering the services outlined in the Agreement; and 2) Operating Costs, which includes all personnel and other operating costs associated with the delivery of services required under the Agreement, For Year 3, the maximum allowable Operating Costs is \$21,193,867.00. The Parties acknowledge that Operating Costs may vary based on the needs of detained person and the actual cost of materials and supplies. However, the Contractor will not charge above the maximum aggregate for Operating Costs, except as explicitly authorized by provisions within Article IV – Compensation.

3. Contractor's Obligations. The following shall be added to the Contractor's obligations set forth in Article I, Section A of the Agreement: The Contractor shall actively

participate with the City in developing a process to implement the Louisiana 1115 Medicaid Waiver provisions for Medicaid coverage in the Orleans Justice Center.

4. **Convicted Felon Statement.** The Contractor swears that it complies with City Code Section 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

5. **Non-Solicitation Statement.** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

6. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

7. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Amendment.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City, OPSO, and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: _____
HELENA MORENO, MAYOR

Executed on this _____ of _____, 2026

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

CITY OF NEW ORLEANS, CITY COUNCIL

BY: _____
JEAN-PAUL MORRELL, COUNCIL PRESIDENT

WEXFORD HEALTH SOURCES, INC.

BY: _____
**JOHN M. FROEHLICH, SENIOR VICE PRESIDENT & CHIEF
FINANCIAL OFFICER**

ORLEANS PARISH SHERIFF'S OFFICE

BY: _____
MICHELLE WOODFORK, SHERIFF

Calendar No. (Rev)
(Exp)

Name Abigail Vienne Ext. 84055
Person responsible for routing

**CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: This amendment extends the Professional Services Agreement with
Wexford Health Sources, Inc. for comprehensive correctional health services at the Orleans Justice Center
for an additional one-year term, from June 1, 2026, through May 31, 2027, with maximum aggregate
annual compensation not to exceed \$24,267,264.

1. Abigail Vienne
Department Head
2. Melissa Sturmy
Department of Law
3. [Signature]
Chief Administrative Officer
4. [Signature]
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

_____ **MOVED:** _____

_____ **2ND:** _____

_____ **YEAS:** _____

_____ **NAYS:** _____

_____ **ABSENT:** _____

_____ **RECUSED:** _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.



**CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL**

Requesting Department or Agency: _____

Name of Contact Person: _____

Telephone Number: _____

Email Address: _____

Initials of Sponsoring Councilmember(s): _____

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** _____

2. **The parties involved:** _____

3. **The obligations, expectations, and deliverables of the parties involved:** _____

4. **The duration of the contract:** _____

5. **The cost and any fiscal implications of the contract for the City:** _____

6. **Describe disadvantaged business enterprise (DBE) participation:** _____
