

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

**AMENDMENT TO CONTRACT FOR SERVICES**

**C-14-009-04-22**

THIS AMENDMENT TO THE CONTRACT FOR SERVICE C-14-009-04-22 is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter "County") and **Dr. Marin Garza, M.D.** (hereinafter "Physician" and/or "Contractor") to serve at the pleasure of the Hidalgo County Commissioners' Court.

WITNESSETH:

WHEREAS, on or about April 22, 2014, County entered into Contract C-14-009-04-22 (Agreement) with Physician to provide professional medical services for the residents (the "Clients") of the Hidalgo County Adult Detention Facility (the "Jail");

WHEREAS, County and Physician desire to amend the Agreement as set forth herein;

NOW THEREFORE, for the purposes stated herein, County and Physician hereby agree to the following amendments to the Agreement:

1. Physician shall, for ninety (90) days hereafter, conduct and/or oversee Sick Call Clinics for an additional two (2) hours per day, twice a week for a total of eight (8) hours conducting and/or overseeing Sick Call Clinics per week for all inmates incarcerated at the Jail who require medical services.
2. Physician shall, for ninety (90) days hereafter, be compensated an additional Three Thousand Six Hundred Dollars (\$3,600) per month for the two additional Sick Call Clinics.
3. Upon the expiration of ninety (90) days, the terms as amended by paragraphs 1 and 2 above shall expire and revert back to the terms as agreed upon in the original Agreement.
4. Physician shall be responsible for making arrangements acceptable to, and at no additional expense to the County, for adequate coverage during any absence by Physician. The County, by and through the Sheriff of the County, shall not unreasonably withhold acceptance of any such arrangements. Physician shall remain responsible for the service at all times during the term of this Agreement as Amended. The Parties agree that the Physician may have a qualified substitute physician render the services. Physician must submit the name of the qualified physician to the County and make all necessary arrangements for the performance of services should Physician not be available for a period exceeding forty-eight (48) hours. **FAILURE TO PROVIDE ADEQUATE COVERAGE AS**

**DESCRIBED HEREIN IS AN EVENT FOR WHICH THIS AGREEMENT MAY BE IMMEDIATELY TERMINATED WITHOUT PENALTY.** While this Agreement as Amended allows for a qualified substitute physician to render the services, it is not the intent of the parties to have another physician other than Physician perform the services on a regular basis. Any abuse of this substitute physician provision by Physician, upon reasonable determination by the Sheriff of County, shall result in the County having sole discretion to terminate this agreement effective immediately. The Substitute physician must meet the qualifications-requirements as set forth in the RFP/Q.

- 5. Except as modified herein, all terms and conditions of the original Agreement, as amended, remain in full force and effect and County and Physician ratify and confirm the terms and provisions of the Agreement as amended.

**WITNESS THE HANDS OF THE PARTIES** effective as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS

\_\_\_\_\_  
Ramon Garcia, County Judge

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

PHYSICIAN:

\_\_\_\_\_  
Name:

Approved by Commissioners Court on: \_\_\_\_\_

Approved as to form:

Office of Criminal District Attorney  
Rene Guerra

By: \_\_\_\_\_

Name:  
Assistant District Attorney