

STATE OF TEXAS

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COUNTY OF HIDALGO

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**FIRST AMENDMENT TO CONTRACT
#C-16-379-11-15**

This **AMENDMENT** to the **CONTRACT** is made this ____ **day** of _____ **of 2018** by and between **Hidalgo County, Texas**, a political subdivision of the State of Texas (hereinafter "County") and **John Lung, M.D.** (hereinafter "Physician" and/or "Contractor") to serve at the pleasure of the Hidalgo County Commissioner's Court.

WHEREAS, Hidalgo County and Physician entered into a Contract for Services on November 15, 2016 (the "CONTRACT") in which the Physician agreed to provide professional medical services for the residents of the Hidalgo County Adult Detention Facility (the "Clients") as described in the Contract; and

WHEREAS, said Contract expires on November 15, 2018, and the Contract provides that it may be extended for two (2) one (1) year options reserved solely with the County, and

WHEREAS, the County wishes to exercise its unilateral option to extend the Contract for an additional one (1) year period pursuant to the contract terms; and

WHEREAS, the County and Physician, due to certain circumstances, require further clarification of the terms of the Contract and hereby require the amendment of the Contract to include the following additions and modifications; and

WHEREAS, the Contract allows the parties to modify or amend the Contract terms by mutual written agreement; and

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions of this First Amendment to the Contract, both parties hereby agree to the following amendments to the Contract.

- 1. Exhibit "B" HIDALGO COUNTY - SHERIFF'S OFFICE- "PHYSICIAN SERVICES FOR INMATES" shall be substituted and replaced with the new attached Exhibit "B":**
- 2. The following provision regarding Coverage shall be added as Number 19 to the Contract:**

19. Contractor will be responsible for making arrangements acceptable to, and at no additional expense to the County, for adequate professional medical services coverage during any absence. The County shall not unreasonably withhold acceptance of any such arrangements. Contractor shall remain responsible for the Services at all times during the term of this Agreement. However, the

parties agree that the Contractor may have a qualified substitute physician render the Services. Contractor must submit the name of the qualified physician to the County and make all necessary arrangements for the performance of Services should Contractor not be available for the agreed upon work schedule as indicated in Exhibit "B". **FAILURE TO PROVIDE ADEQUATE COVERAGE AS DESCRIBED HEREIN IS AN EVENT FOR WHICH THIS AGREEMENT MAY BE IMMEDIATELY TERMINATED WITHOUT PENALTY.** While this Agreement allows for a qualified substitute physician to render the Services, it is not the intent of the parties to have another physician other than Contractor perform the services on a regular basis. Any abuse of this substitute physician provision by Contractor, upon reasonable determination by the County, shall result in the County having sole discretion to terminate this agreement effective immediately.

Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. Hidalgo County and Physician ratify and confirm the terms and provisions of the Contract as amended.

Further, as stated herein, notice is hereby given that County is exercising its unilateral option to extend the Contract for an additional one (1) year period after the expiration of the current term.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

Hidalgo County

Physician:

By: _____ Date: _____
Ramon Garcia, County Judge

By: _____ Date: _____
John Lung, MD

ATTEST:

By: _____ Date: _____
Arturo Guajardo, Jr., County Clerk

Approved As To Form:
Office of the Criminal District Attorney

By: _____
Josephine Ramirez Solis, Assistant District Attorney

Exhibit "B"

HIDALGO COUNTY – SHERIFF’S OFFICE-

“PHYSICIAN SERVICES FOR INMATES”

In exchange for the Negotiated Monthly Fee of **\$3,975.00**, Contracted Physician will provide clinic calls at the Hidalgo County Detention Facility to be scheduled twice a week for two hours. The clinic calls are in addition to the following Scope of Services as outlined in the Physician Contract. As noted below, clinic calls will be scheduled with the R. N. Supervisor and/or Infirmiry Administrator.

SCOPE OF SERVICES: The Physician Services contract will encompass all project-related medical services to the County of Hidalgo, but not limited to, the following:

- a. Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures;
- b. Conducting physical examinations of the Clients as required by the Department;
- c. Conducting other evaluations and tests on each Client as required by the Department;
- d. Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to the Department of the results of such tests and examinations, as required by the Department including but not limited to, the Radiology tests (i.e. X-rays for all inmates) performed on Hidalgo County inmates involving and/or subject to tuberculosis;
- e. Together with a nurse, provide at the sole cost and expense of the Department, will conduct and oversee Sick Call Clinics for all inmates incarcerated at the Hidalgo County Adult Detention Facility (Jail) who require medical services. It will be the duty of the R.N. Supervisor and/or Infirmiry Administrator to organize additional clinic visits by the Contractor to follow up medications, treatments and similar requirements;
- f. Physician(s) shall adopt and implement workplace guidelines concerning inmates with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, Inmates, patients, and/or residents served by the Contractor.
- g. Provides consultation, hands-on treatment and other related medical services to inmates while assessing their health needs and designing treatment plans during regularly scheduled visits to the Jail facilities;
- h. Physician(s) shall refer inmates to a hospital or specialty clinic for treatment and care whenever the health care required is beyond the resources available in the jail;
- i. Physician(s) shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed by either Department or the Texas Commission on Jail Standards;
- j. Physician(s) shall permit Department and the Texas Commission on Jail Standards to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;
- k. Physician(s) shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Department;
- l. Physician(s) will order prescription medications utilizing the approved formulary provided by the jail, unless in the best interest of the patient as is deemed by the Physician;
- m. The qualified Physician(s) must provide and maintain a Texas Controlled Substance Registration Certificate listing the Adult Detention Centers’ physical address in order to maintain and store/stock medications as needed by the Contract Physician(s) and Detention Infirmiry Department;
- n. Physician shall be responsible for making arrangements acceptable to, and at no additional expense to the county, for adequate coverage during any absence to Physician. The County, through the Sheriff of the County, shall not unreasonably withhold acceptance of any such arrangements.

- o. Physician shall remain responsible for the services herein requested at all times during the term of services agreed to in this Agreement. Physician may have a qualified substitute physician render services herein requested. The substitute physician must meet the qualifications-requirements as set forth in this Agreement.
- p. 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.
- q. Fee \$3,975/month.